



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION September 15, 2010

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

<u>FILE NO.</u>	<u>COMMITTEE</u>
2010-318 . . .	Public Safety, Ways & Means
2010-319 . . .	Public Safety, Ways & Means
2010-320 . . .	Public Safety, Ways & Means
2010-321 . . .	Human Resources, Ways & Means
2010-322 . . .	Human Resources, Ways & Means
2010-323 . . .	Human Resources, Ways & Means
2010-324 . . .	Human Resources, Ways & Means
2010-325 . . .	Human Resources, Ways & Means
2010-326 . . .	Public Health, Ways & Means.....
2010-327 . . .	Public Health, Ways & Means.....
2010-328 . . .	Public Health, Ways & Means.....
2010-329 . . .	Public Health, Ways & Means.....
2010-330 . . .	Public Health, Ways & Means.....
2010-331 . . .	Public Works, Ways & Means.....
2010-332 . . .	Public Works, Ways & Means.....
2010-333 . . .	Public Works, Ways & Means.....
2010-334 . . .	Airport, Ways & Means.....
2010-335 . . .	Airport, Ways & Means.....
2010.336 . . .	Ways and Means
2010-237... .	Ways and Means.....

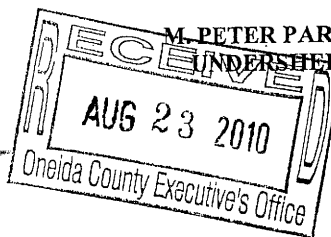
AVAILABLE ON WEBSITE ONLY
www.ocgov.net



OFFICE OF THE SHERIFF

DANIEL G. MIDDAUGH
SHERIFF

COUNTY OF ONEIDA

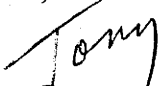


FN 20 10-318

August 18, 2010

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

PUBLIC SAFETY


Dear Mr. Picente,

WAYS & MEANS

Oneida County has been awarded \$39,203 as part of the 2009 Recovery Act Justice Assistance Grant Program

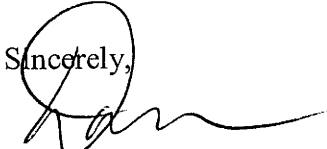
This grant is administered by the City of Utica. An allocation has been awarded to Oneida County for the Sheriff's Office and Probation Department totaling \$39,203. The Sheriff's portion of \$32,400 is for equipment and supplies. In 2009, this Office expended \$14,679. The remaining \$17,721 will be spent in 2010. Attached is a copy of the Board Resolution and a memo explaining the JAG grant. This grant is a multi-agency partnership. The funding will be used is to improve officer safety and communications.

A Supplemental Appropriation with offsetting revenue is being requested by the Sheriff for the purpose of purchasing these items.

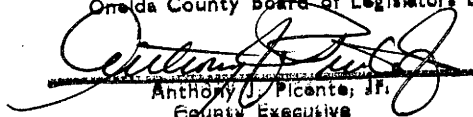
A3120.212	In Car Computer	\$ 5,451
A3120.295	Dive Link Unit, mobile radios, rifles	8,072
A3120.436	Dry Suit for Dive Team	2,039
A3120.451	Weapon Racks	1,784
A3120.491	Rifle magazines	375
Total Expenses:		\$ 17,721
A4321 Federal Aid US DOJ JAG (City of Utica)		\$ 17,721
Total Revenue:		\$ 17,721

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 SEP 10 AM 2:24

Sincerely,


Daniel G. Middaugh,
Sheriff

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


Anthony J. Picente, Jr.
County Executive

Date 9/10/10

cc: Tom Keeler

PUBLIC SAFETY COMPLEX 6075 JUDD ROAD - ORISKANY, NEW YORK 13424-2271

**INTRODUCTORY
NO. 330**

F.N. 2009-365

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 317

**INTRODUCED BY: Messrs. Flisnik, Porter
2ND BY: Mr. Wood**

**RE: SUPPLEMENTAL APPROPRIATION OF \$32,400 TO AA#A3120.212, SHERIFF-LAW
ENFORCEMENT**

WHEREAS, In accordance with Section 609 of the Administrative Code, the County Executive has requested a supplemental appropriation be made in the amount of \$32,400 to AA#A3120.212, Sheriff-Law Enforcement, and

WHEREAS, Said supplemental appropriation will be supported by unanticipated revenue in the following account in the following amount:

RA#A4321, Federal Aid, US DOJ, JAG (City of Utica). \$32,400
now, therefore, be it hereby

RESOLVED, That a supplemental appropriation, from 2009 funds, as hereinafter set forth, be and the same is hereby approved:

TO:
AA#A3120.212, Computer Equipment. \$32,400

APPROVED: Public Safety Committee (September 8, 2009)
Ways & Means Committee (September 16, 2009)

DATED: September 30, 2009

Adopted by the following v.v. vote:
AYES 27 NAYS 0 ABSENT 2 (Damsky, Scott)



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAUGH
SHERIFF

M. PETER PARAVATI
UNDERSHERIFF

Memorandum

To: Sheriff Middaugh
From: Sgt. R. A. Townsend
Date: August 18, 2010
Subj: 2009 JAG Grant Supplemental Appropriation

Oneida County was Awarded 39,203 as part of the 2009 Justice Assistance Grant or JAG. Utica and Rome Police Departments were also awarded funds with Utica as the primary recipient of \$207,849. The Grant requires that there be a joint application between Utica, Rome Oneida County. It was agreed that Utica Police department would act as the lead agency in this application and that Utica would also be responsible for all programmatic reporting.

As Part of the County award the Sheriff's Office shared a portion of it with the Oneida County Probation Department, \$6803.00. The City of Utica has received a signed award document and made the appropriate budget appropriations. There was a supplemental appropriation in the Fall of 2009 for this money, we did purchase the first two line items listed below and filed for reimbursement already.

We have already purchased \$14678.90 in equipment during the Fall of 2009. That leaves, \$17721.10 in Grant funds to be used once a new supplemental appropriation is approved.

The Sheriff's Office is requesting a supplemental appropriation for the following budget amendments to the original Grant.

3120.212 -	\$5450.80	for a Data 911 In Car computer
3120.295-	\$8072.30	for a Dive Link Communication Unit, 3 Mobile in car radios and 2 Colt AR15 rifles with taclites
3120.436-	\$2039.00	for a Dry Suit for Dive Team
3120.451-	\$1784.00	for 4 in car dual weapons racks
3120.491-	\$ 375.00	for 25 spare magazines for the AR15 rifles
Total	\$17721.10	

C: Captain Richard Antanavige

Administrative Office
6075 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



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2009-SB-B9-2564

PAGE 1 OF 1

This project is supported under FY09 Recovery Act (BJA-Byrne JAG) Pub. L. No. 111-5, 42 USC 3750-3758

1. STAFF CONTACT (Name & telephone number)

Dean Iwasaki
(202) 514-5278

2. PROJECT DIRECTOR (Name, address & telephone number)

Dominick Nitti
Grant Coordinator
413 Oriskany Street, West
Utica, NY 13502
(315) 223-3424

3a. TITLE OF THE PROGRAM

BJA FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

FY 2009 Recovery Act Justice Assistance Grant Program

5. NAME & ADDRESS OF GRANTEE

City of Utica
1 Kennedy Plaza
Utica, NY 13502-4236

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 03/01/2009 TO: 02/28/2013

8. BUDGET PERIOD

FROM: 03/01/2009 TO: 02/28/2013

9. AMOUNT OF AWARD

\$27,1831

10. DATE OF AWARD

07/23/2009

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

This grant program is authorized by the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act") and by 42 U.S.C. 3751(a). The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. The Recovery Act places great emphasis on accountability and transparency in the use of taxpayer dollars.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Dawn Catera Lupi
First Assistant

Michael A. Coluzza
First Assistant

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

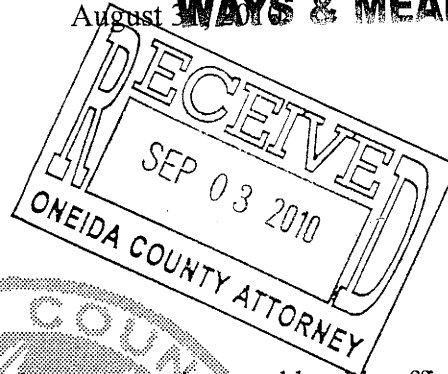
FN 20 10-319

Todd C. Carville
Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline

PUBLIC SAFETY

WAYS & MEANS

August 3



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

Dear Mr. Picente:

Enclosed herewith are documents pertaining to the expenses incurred by this office with regard to the investigation and prosecution of State of New York inmates.

Please review this material at your earliest convenience and forward it to the Board of Legislatures for their review and approval.

If you have any questions, please contact my office.

Thank you.

Sincerely,

Scott D. McNamara
Oneida County District Attorney

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

Anthony J. Picente, Jr.
County Executive
Date 9/10/10

jb
Encs. State Billing 2010 Summary of Cases/Certification
State Aid Voucher
Proposed Resolution

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 SEP 10 AM 2:50

STATE OF NEW YORK

STATE AID VOUCHER

Voucher No. 1

1 Originating Agency N.Y.S. Department of Corrections		Orig. Agency Code		Interest Eligible (Y/N) N	
Payment Date (MM) (DD) (YY) <u>1 / 1</u>		OSC Use Only		Liability Date (MM) (DD) (YY) <u>1 / 1</u>	
2 Payee ID 156-00-0460		3 Zip Code 13501		Payee Amount	
4 Payee Name (Limit to 30 spaces) Oneida County		IRS Code		IRS Amount	
Payee Name (Limit to 30 spaces) District Attorney		Stat. Type		Indicator-Dept.	
Address (Limit to 30 spaces) 800 Park Avenue		5 Ref/Inv. No. (Limit to 20 spaces) A2206 - State Inmates		Indicator-Statewide	
Address (Limit to 30 spaces)		Ref/Inv. Date (MM) (DD) (YY) <u>1 / 1</u>			
City (Limit to 20 spaces) Utica		State NY		Zip Code 13501	

6 Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)	Amount	
			Dollars	Cents
08/30/10		Expense associated with the investigation and prosecution of alleged crimes committed by thirteen inmates of the N.Y.S. Correctional Facilities, as per attached list.	3,780	98

7 State Aid Program or Applicable Statute:		TOTAL	3,780	98
8 Payee Certification: I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.		Less Receipts		
Signature in Ink [Signature]		NET		
Date 8-31-10		100 % State Aid Claimed	3,780	98
Title Comptroller				
Name of Municipality Oneida County				

FOR STATE AGENCY USE ONLY

STATE COMPTROLLER'S PRE-AUDIT

Merchandise Received	I certify that this claim is correct and just, and payment is approved.		State Aid	
Date	By _____		Verified	Certified For Payment of State Aid Amount
Page No.	Date _____		Audited	
By _____				By _____

Expenditure						Liquidation					
Cost Center Code				Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
Dept.	Cost Center Unit	Var.	Yr.		Dept.	Statewide					

Distribution: Original to OSC with Copy to Agency and Municipality

Check if Continuation form is attached

**STATE BILLING 2010
SUMMARY OF CASES**

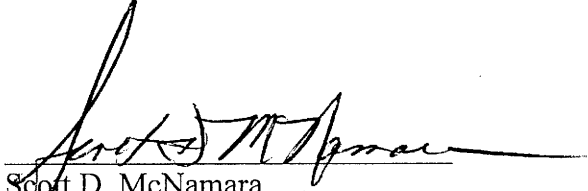
INMATE	TOTAL
Jermane Blunt	444.84
Herman J. Dean	811.59
Elyx Gonzalez	260.94
Corey Hines	332.06
Ian Hunter	191.10
Kevin Pozo	222.37
Lance Pridgen	267.21
John Rizzi	109.11
Abdul Roberson	296.56
Lazaro Rodriguez	387.15
Nicholas Rosario	146.64
Jonathan Vasquez	80.51
Louis Wilner	188.23
Total	\$3,738.31

Time expected on 08/17/10 by Secretary Jennifer Bailey preparing state billing for reimbursement: (2 hours at \$16.41 per hour = \$32.82 plus 30% in fringe benefits = \$42.67)

Total **\$42.67**

Grand Total **\$3,780.98**

I hereby certify that the above expenses were incurred with regard to the investigation and prosecution of the above-entitled matters.



Scott D. McNamara
Oneida County District Attorney

PROPOSED RESOLUTION

WHEREAS, certain inmates incarcerated in the Mid-State Correctional Facility, Oneida Correctional Facility, Mohawk Correctional Facility, Marcy Correctional Facility and Central New York Psychiatric Center, said inmates being in the custody of the New York State Department of Corrections, all institutions being located in the County of Oneida, have been the subjects of investigators and prosecutions for the commission of various crimes while incarcerated in the aforementioned facilities, and

WHEREAS, the Oneida County District Attorney has made investigations of said crimes occurring in Oneida County and prosecuted said inmates, and

WHEREAS, Section 606 of the Correction Law mandates payments of state funds to the county for expenses incurred in the investigations of said crimes and the prosecution of state inmates, and

WHEREAS, the Oneida County District Attorney has certified to the Board that the expense associated in the investigation and prosecution of alleged crimes committed by:

Jermane Blunt, Herman J. Dean, Elyx Gonzalez, Corey Hines, Ian Hunter, Kevin Pozo, Lance Pridgen, John Rizzi, Abdul Roberson, Lazaro Rodriguez, Nicholas Rosario, Jonathan Vasquez, Louis Wilner, amount to \$3,780.98, now, therefore,

BE IT RESOLVED, that this Resolution and the attached statement of the expense of the District Attorney be forwarded to the New York State Department of Corrections as required by Section 606 of the Correction Law.

PEOPLE V. JERMANE BLUNT									
CORRECTIONAL FACILITY: MOHAWK CORRECTIONAL FACILITY									
DIN NUMBER: 08R2942									
INDICTMENT/SUPERIOR COURT INFORMATION NUMBER: I 2010-162									
DATE	NAME	TITLE	TASK	HOURLY RATE	MINUTE RATE	TIME SPENT	COST	FRINGE BENEFITS (30%)	TOTAL
12/31/09	MM	AC	OP	15.12	0.25	20	5.04	1.51	6.55
04/14/10	MC	PC	TIND	16.91	0.28	30	8.46	2.54	10.99
12/31/09	JRH	SCI	FE	39.19	0.65	20	13.06	3.92	16.98
01/06/10	JAS	ADA	REF	59.44	0.99	20	19.81	5.94	25.76
05/03/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
07/22/10	MDA	AC	CL	15.26	0.25	20	5.09	1.53	6.61
08/16/10	JB	SDA	SB	16.41	0.27	60	16.41	4.92	21.33
03/23/10	TPF	ADA	WU	63.58	1.06	120	127.16	38.15	165.31
03/23/10	JAS	ADA	GJR	59.44	0.99	10	9.91	2.97	12.88
03/24/10	NL	VWC	SUB	17.71	0.30	30	8.86	2.66	11.51
04/14/10	JJR	ADA	GJP	36.17	0.60	30	18.09	5.43	23.51
04/14/10	ML	GJR	GJD	34.81	0.58	30	17.41	5.22	22.63
04/14/10	MC	PC	CIND	16.91	0.28	10	2.82	0.85	3.66
04/14/10	JJR	ADA	RIND	36.17	0.60	10	6.03	1.81	7.84
03/31/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
04/06/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
04/15/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
04/22/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
05/20/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
07/19/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
05/03/10	TCC	ADA	CT	41.88	0.70	5	3.49	1.05	4.54
07/16/10	KDS	ADA	CT	38.73	0.65	20	12.91	3.87	16.78
04/13/10	JJR	ADA	GJP	36.17	0.60	30	18.09	5.43	23.51
05/20/10	PJH	ADA	CT	58.34	0.97	15	14.59	4.38	18.96
07/16/10	JD	VWC	SFO	16.42	0.27	20	5.47	1.64	7.12
TOTAL								444.84	444.84

STATE OF NEW YORK
COUNTY COURT

ONEIDA COUNTY

THE PEOPLE OF THE STATE OF NEW YORK

Against

Jermane Blunt,

Defendant.

INDICTMENT

IND. NO. I 2010-162

Filed April 14, 2010

FIRST COUNT

THE GRAND JURY OF ONEIDA COUNTY, do hereby accuse Jermane Blunt, defendant, of the offense of **Promoting Prison Contraband in the First Degree** in violation of Section 205.25, subdivision 2, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about November 4, 2009, in the County of Oneida, City of Rome, while being confined in a detention facility, to wit: Mohawk Correctional Facility, did knowingly and unlawfully make, obtain or possess dangerous contraband, to wit: a folded can lid.

SECOND COUNT

THE GRAND JURY OF ONEIDA COUNTY, do hereby accuse Jermane Blunt, defendant, of the offense of **Promoting Prison Contraband in the First Degree** in violation of Section 205.25, subdivision 2, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about November 4, 2009, in the County of Oneida, City of Rome, while being confined in a detention facility, to wit: Mohawk Correctional Facility, did knowingly and unlawfully make, obtain or possess dangerous contraband, to wit: three bars of soap in a sock.

/s/ Scott D. McNamara : Oneida County District Attorney,

/s/ Sandra Davis : Foreperson, Oneida County Grand Jury.

PEOPLE V. HERMAN J. DEAN									
CORRECTIONAL FACILITY: CENTRAL NEW YORK PSYCHIATRIC CENTER									
DIN NUMBER: N/A									
INDICTMENT/SUPERIOR COURT INFORMATION NUMBER: I 2007-302									
DATE	NAME	TITLE	TASK	HOURLY RATE	MINUTE RATE	TIME SPENT	COST	FRINGE BENEFITS (30%)	TOTAL
03/28/07	MM	AC	Op	13.54	0.23	20	4.51	1.35	5.87
08/15/07	MC	PC	TIND	14.50	0.24	20	4.83	1.45	6.28
03/28/07	JRH	SCI	FE	37.08	0.62	20	12.36	3.71	16.07
04/11/07	JAS	ADA	REF	53.26	0.89	20	17.75	5.33	23.08
08/31/07	MDA	AC	RE	13.13	0.22	10	2.19	0.66	2.84
03/05/10	MDA	AC	CL	15.26	0.25	20	5.09	1.53	6.61
08/18/10	JB	SDA	SB	16.41	0.27	60	16.41	4.92	21.33
04/18/07	TPF	ADA	WU	58.30	0.97	20	19.43	5.83	25.26
07/19/07	TPF	ADA	GJR	58.30	0.97	60	58.30	17.49	75.79
08/19/07	TPF	ADA	SUB	58.30	0.97	90	87.45	26.24	113.69
08/15/07	TPF	ADA	GJP	58.30	0.97	120	116.60	34.98	151.58
08/15/07	ML	GJR	GJD	31.32	0.52	120	62.64	18.79	81.43
08/15/07	MC	PC	CIND	14.50	0.24	10	2.42	0.73	3.14
08/15/07	TPF	ADA	RIND	58.30	0.97	10	9.72	2.92	12.63
08/16/07	JL	SDA	TO	14.18	0.24	20	4.73	1.42	6.14
08/31/07	TPF	ADA	CT	58.30	0.97	30	29.15	8.75	37.90
10/19/07	MDA	AC	RE	13.13	0.22	10	2.19	0.66	2.84
03/05/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
11/09/07	DCL	ADA	CT	53.62	0.89	10	8.94	2.68	11.62
07/27/07	JAS	ADA	GJR	53.26	0.89	10	8.88	2.66	11.54
08/15/07	SDM	DA	REF	65.82	1.10	30	32.91	9.87	42.78
02/16/10	TPF	ADA	CONF	63.58	1.06	30	31.79	9.54	41.33
02/23/10	TPF	ADA	RMOT	63.58	1.06	30	31.79	9.54	41.33
03/02/10	TPF	ADA	CONF	63.58	1.06	30	31.79	9.54	41.33
03/05/10	LL	ADA	CT	59.71	1.00	20	19.90	5.97	25.87
TOTAL									811.59

STATE OF NEW YORK
COUNTY COURT

ONEIDA COUNTY

THE PEOPLE OF THE STATE OF NEW YORK

Against

Herman J. Dean,

Defendant.

INDICTMENT

IND. NO. I 2007-302

Filed August 15, 2007

FIRST COUNT

THE GRAND JURY OF ONEIDA COUNTY, do hereby accuse Herman J. Dean, defendant, of the offense of **Assault in the Second Degree** in violation of Section 120.05, subdivision 7, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about March 18, 2007, in the County of Oneida, Town of Marcy, while being confined in a correctional facility, as defined in subdivision three of Section 40 of the Correction Law, to wit: Central New York Psychiatric Center, with intent to cause physical injury to Nelson C. Marsh, did cause such injury to such person.

/s/ Scott D. McNamara : Oneida County District Attorney,

/s/ Melissa Williams : Foreperson, Oneida County Grand Jury.

PEOPLE V. ELYX GONZALEZ

CORRECTIONAL FACILITY: MIDSTATE CORRECTIONAL FACILITY

DIN NUMBER: 06A4177

INDICTMENT/SUPERIOR COURT INFORMATION NUMBER: I 2010-220

DATE	NAME	TITLE	TASK	HOURLY RATE	MINUTE RATE	TIME SPENT	COST	FRINGE BENEFITS (30%)	TOTAL
05/10/10	MM	AC	OP	15.85	0.26	20	5.28	1.59	6.87
05/27/10	MC	PC	TIND	16.91	0.28	30	8.46	2.54	10.99
05/10/10	JRH	SCI	FE	40.29	0.67	20	13.43	4.03	17.46
05/12/10	JAS	ADA	REF	59.44	0.99	20	19.81	5.94	25.76
06/08/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
07/30/10	MDA	AC	CL	15.26	0.25	20	5.09	1.53	6.61
08/16/10	JB	SDA	SB	16.41	0.27	60	16.41	4.92	21.33
05/17/10	KDS	ADA	WU	38.73	0.65	30	19.37	5.81	25.17
05/18/10	JAS	ADA	GJR	59.44	0.99	10	9.91	2.97	12.88
05/17/10	KDS	ADA	SUB	38.73	0.65	10	6.46	1.94	8.39
05/27/10	KDS	ADA	GJP	38.73	0.65	30	19.37	5.81	25.17
05/27/10	ML	GJR	GJD	34.81	0.58	30	17.41	5.22	22.63
05/27/10	MC	PC	CIND	16.91	0.28	10	2.82	0.85	3.66
05/27/10	KDS	ADA	RIND	38.73	0.65	20	12.91	3.87	16.78
05/19/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
05/28/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
06/08/10	TCC	ADA	CT	41.88	0.70	15	10.47	3.14	13.61
07/30/10	JJR	ADA	CT	36.17	0.60	20	12.06	3.62	15.67
06/09/10	JD	VWC	SFO	16.42	0.27	20	5.47	1.64	7.12
07/30/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
TOTAL									260.94

STATE OF NEW YORK
COUNTY COURT

ONEIDA COUNTY

THE PEOPLE OF THE STATE OF NEW YORK

Against

Elyx Gonzalez,

Defendant.

INDICTMENT

IND. NO. I 2010-220

Filed May 27, 2010

FIRST COUNT

THE GRAND JURY OF ONEIDA COUNTY, do hereby accuse Elyx Gonzalez, defendant, of the offense of **Promoting Prison Contraband in the First Degree** in violation of Section 205.25, subdivision 2, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about April 4, 2010, in the County of Oneida, City of Rome, while being confined in a detention facility, to wit: Oneida Correctional Facility, did knowingly and unlawfully make, obtain or possess dangerous contraband, to wit: heroin.

/s/ Scott D. McNamara : Oneida County District Attorney,

/s/ Geoffrey Smith : Foreperson, Oneida County Grand Jury.

PEOPLE V. COREY HINES									
CORRECTIONAL FACILITY: MARCY CORRECTIONAL FACILITY									
DIN NUMBER: 07A1155									
INDICTMENT/SUPERIOR COURT INFORMATION NUMBER: I 2010-150									
DATE	NAME	TITLE	TASK	HOURLY RATE	MINUTE RATE	TIME SPENT	COST	FRINGE BENEFITS (30%)	TOTAL
01/08/10	MM	AC	OP	15.85	0.26	20	5.28	1.59	6.87
04/07/10	MC	PC	TIND	16.91	0.28	20	5.64	1.69	7.33
01/08/10	JRH	SCI	FE	40.29	0.67	20	13.43	4.03	17.46
04/05/10	JJR	ADA	REF	36.17	0.60	20	12.06	3.62	15.67
05/03/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
06/28/10	MDA	AC	CL	15.26	0.25	20	5.09	1.53	6.61
08/17/10	JB	SDA	SB	16.41	0.27	60	16.41	4.92	21.33
04/06/10	JJR	ADA	WU	36.17	0.60	30	18.09	5.43	23.51
03/16/10	JAS	ADA	GJR	59.44	0.99	20	19.81	5.94	25.76
03/16/10	NL	VWC	SUB	17.71	0.30	20	5.90	1.77	7.67
04/07/10	JJR	ADA	GJP	36.17	0.60	90	54.26	16.28	70.53
04/07/10	ML	GJR	GJD	34.81	0.58	90	52.22	15.66	67.88
04/08/10	MC	PC	CIND	16.91	0.28	10	2.82	0.85	3.66
03/25/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
03/25/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
05/03/10	PJH	ADA	CT	58.34	0.97	5	4.86	1.46	6.32
05/18/10	JD	VWC	SFO	16.42	0.27	20	5.47	1.64	7.12
05/10/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
05/17/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
05/17/10	TCC	ADA	CT	41.88	0.70	5	3.49	1.05	4.54
06/28/10	GJG	ADA	CT	56.95	0.95	10	9.49	2.85	12.34
06/28/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
								TOTAL	332.06

STATE OF NEW YORK
COUNTY COURT ONEIDA COUNTY

THE PEOPLE OF THE STATE OF NEW YORK

Against
Cory Hines,
Defendant.

INDICTMENT

IND. NO. I 2010-150

Filed April 8, 2010

FIRST COUNT

THE GRAND JURY OF ONEIDA COUNTY, do hereby accuse Cory Hines, defendant, of the offense of **Assault in the Second Degree** in violation of Section 120.05, subdivision 7, of the Penal Law of the State of New York, as a felony, committed as follows: The said defendant, on or about November 5, 2009, in the County of Oneida, Town of Marcy, while in a correctional facility, to wit: Marcy Correctional Facility, with intent to cause physical injury to Jeremy Valentin, did cause such injury to such person.

/s/ Scott D. McNamara : Oneida County District Attorney,

/s/ William Gifford : Foreperson, Oneida County Grand Jury.

PEOPLE V. IAN HUNTER									
CORRECTIONAL FACILITY: MARCY CORRECTIONAL FACILITY									
DIN NUMBER: 08B2855				INDICTMENT/SUPERIOR COURT INFORMATION NUMBER: I 2009-462					
DATE	NAME	TITLE	TASK	HOURLY RATE	MINUTE RATE	TIME SPENT	COST	FRINGE BENEFITS (30%)	TOTAL
09/08/09	MM	AC	OP	15.12	0.25	20	5.04	1.51	6.55
11/05/09	MC	PC	TIND	16.16	0.27	20	5.39	1.62	7.00
09/08/09	JRH	SCI	FE	39.19	0.65	20	13.06	3.92	16.98
09/15/09	MRN	ADA	REF	30.69	0.51	20	10.23	3.07	13.30
11/20/09	MDA	AC	RE	14.55	0.24	10	2.43	0.73	3.15
01/21/10	MDA	AC	CL	14.55	0.24	20	4.85	1.46	6.31
08/18/10	JB	SDA	SB	16.41	0.27	60	16.41	4.92	21.33
09/15/09	MRN	ADA	WU	30.69	0.51	10	5.12	1.53	6.65
09/10/09	JAS	ADA	GJR	57.76	0.96	5	4.81	1.44	6.26
10/12/09	NL	VWC	SUB	16.92	0.28	20	5.64	1.69	7.33
11/05/09	MRN	ADA	GJP	30.69	0.51	30	15.35	4.60	19.95
11/05/09	ML	GJR	GJD	33.82	0.56	30	16.91	5.07	21.98
11/05/09	MC	PC	CIND	16.16	0.27	10	2.69	0.81	3.50
11/05/09	MRN	ADA	RIND	30.69	0.51	10	5.12	1.53	6.65
10/12/09	JB	SDA	TO	15.68	0.26	20	5.23	1.57	6.79
11/10/09	JB	SDA	TO	15.68	0.26	20	5.23	1.57	6.79
11/20/09	MRN	ADA	CT	30.69	0.51	10	5.12	1.53	6.65
11/20/09	JD	VWC	SFO	15.60	0.26	20	5.20	1.56	6.76
01/20/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
01/15/10	MRN	ADA	CT	35.08	0.58	10	5.85	1.75	7.60
11/20/09	JAS	ADA	CTR	57.76	0.96	5	4.81	1.44	6.26
TOTAL									191.10

STATE OF NEW YORK
COUNTY COURT

ONEIDA COUNTY

THE PEOPLE OF THE STATE OF NEW YORK

Against

Ian Hunter,

Defendant.

INDICTMENT

IND. NO. I 2009-462

Filed November 5, 2009

FIRST COUNT

THE GRAND JURY OF ONEIDA COUNTY, do hereby accuse Ian Hunter, defendant, of the offense of **Promoting Prison Contraband in the First Degree** in violation of Section 205.25, subdivision 2, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about August 5, 2009, in the County of Oneida, Town of Marcy, while being confined in a detention facility, to wit: Marcy Correctional Facility, did knowingly and unlawfully make, obtain or possess dangerous contraband, to wit: four 8-inch long metal shanks sharpened at one end with cellophane and black electrical tape handles and string lanyards bound together with a rubber band.

SECOND COUNT

THE GRAND JURY OF ONEIDA COUNTY, do hereby accuse Ian Hunter, defendant, of the offense of **Criminal Possession of a Weapon in the Third Degree** in violation of Section 265.02, subdivision 1, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about August 5, 2009, in the County of Oneida, Town of Marcy, did possess a dangerous instrument with intent to use the same unlawfully against another.

/s/ Scott D. McNamara : Oneida County District Attorney,

/s/ John Carroll : Foreperson, Oneida County Grand Jury.

PEOPLE V. KEVIN POZO

CORRECTIONAL FACILITY: MID-STATE CORRECTIONAL FACILITY

DIN NUMBER: 05A0986

INDICTMENT/SUPERIOR COURT INFORMATION NUMBER: NO BILL

DATE	NAME	TITLE	TASK	HOURLY RATE	MINUTE RATE	TIME SPENT	COST	FRINGE BENEFITS (30%)	TOTAL
03/15/10	MM	AC	OP	15.85	0.26	20	5.28	1.59	6.87
04/22/10	MC	PC	TNB	16.91	0.28	20	5.64	1.69	7.33
03/15/10	JRH	SCI	FE	40.29	0.67	20	13.43	4.03	17.46
04/01/10	JJR	ADA	REF	36.17	0.60	20	12.06	3.62	15.67
04/26/10	MDA	AC	CL	15.26	0.25	20	5.09	1.53	6.61
08/17/10	JB	SDA	SB	16.41	0.27	60	16.41	4.92	21.33
04/08/10	JJR	ADA	WU	36.17	0.60	30	18.09	5.43	23.51
04/08/10	JAS	ADA	GJR	59.44	0.99	10	9.91	2.97	12.88
04/01/10	NL	VWC	SUB	17.71	0.30	20	5.90	1.77	7.67
04/22/10	JJR	ADA	GJP	36.17	0.60	60	36.17	10.85	47.02
04/22/10	ML	GJR	GJD	34.81	0.58	60	34.81	10.44	45.25
04/22/10	MC	PC	CNB	16.91	0.28	10	2.82	0.85	3.66
04/12/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
TOTAL									222.37

**STATE OF NEW YORK
COUNTY COURT ONEIDA COUNTY**

THE PEOPLE OF THE STATE OF NEW YORK

Against

Kevin Pozo,

Defendant.

**DISMISSAL OF CHARGE
PURSUANT TO SECTION
190.75 OF THE CRIMINAL
PROCEDURE LAW**

The Grand Jury of the County of Oneida, having considered evidence in the above-captioned case and having not indicted the defendant for the offense(s) of Promoting Prison Contraband in the First Degree, in violation of Section 205.25 of the Penal Law of the State of New York, hereby files a Finding of Dismissal this 22nd day of April, 2010.

/s/ Justin Pearson : Foreperson, Oneida County Grand Jury.

PEOPLE V. LANCE PRIDGEN

CORRECTIONAL FACILITY: MARCY CORRECTIONAL FACILITY

DIN NUMBER: 09A0147

INDICTMENT/SUPERIOR COURT INFORMATION NUMBER: I 2009-440

DATE	NAME	TITLE	TASK	HOURLY RATE	MINUTE RATE	TIME SPENT	COST	FRINGE BENEFITS (30%)	TOTAL
07/13/09	MM	AC	OP	15.12	0.25	20	5.04	1.51	6.55
10/27/09	MC	PC	TIND	16.16	0.27	20	5.39	1.62	7.00
07/13/09	JRH	SCI	FE	39.19	0.65	20	13.06	3.92	16.98
08/12/09	KDS	ADA	REF	37.17	0.62	20	12.39	3.72	16.11
11/12/09	MDA	AC	RE	14.55	0.24	10	2.43	0.73	3.15
01/08/09	MDA	AC	CL	14.55	0.24	20	4.85	1.46	6.31
08/18/10	JB	SDA	SB	16.41	0.27	60	16.41	4.92	21.33
09/08/09	KDS	ADA	WU	37.17	0.62	30	18.59	5.58	24.16
09/14/09	JAS	ADA	GJR	57.76	0.96	15	14.44	4.33	18.77
10/13/09	NL	VWC	SUB	16.92	0.28	15	4.23	1.27	5.50
10/27/09	KDS	ADA	GJP	37.17	0.62	60	37.17	11.15	48.32
10/27/09	ML	GJR	GJD	33.82	0.56	60	33.82	10.15	43.97
10/28/09	MC	PC	CIND	16.16	0.27	10	2.69	0.81	3.50
10/28/09	KDS	ADA	RIND	37.17	0.62	10	6.20	1.86	8.05
10/13/09	JB	SDA	TO	15.68	0.26	20	5.23	1.57	6.79
11/12/09	KDS	ADA	CT	37.17	0.62	20	12.39	3.72	16.11
11/16/09	JD	VWC	SFO	15.60	0.26	20	5.20	1.56	6.76
01/07/10	TCC	ADA	CT	41.88	0.70	5	3.49	1.05	4.54
01/07/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
TOTAL									267.21

STATE OF NEW YORK
COUNTY COURT

ONEIDA COUNTY

THE PEOPLE OF THE STATE OF NEW YORK

Against

Lance Pridgen,

Defendant.

INDICTMENT

IND. NO. I 2009-440

Filed October 29, 2009

FIRST COUNT

THE GRAND JURY OF ONEIDA COUNTY, do hereby accuse Lance Pridgen, defendant, of the offense of **Criminal Possession of a Weapon in the Third Degree** in violation of Section 265.02, subdivision 1, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about May 29, 2009, in the County of Oneida, Town of Marcy, did possess a dangerous instrument, to wit: a four inch long purple toothbrush with a razor blade attached, with intent to use the same unlawfully against another,.

SECOND COUNT

THE GRAND JURY OF ONEIDA COUNTY, do hereby accuse Lance Pridgen, defendant, of the offense of **Promoting Prison Contraband in the First Degree** in violation of Section 205.25, subdivision 2, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about May 29, 2009, in the County of Oneida, Town of Marcy, while being confined in a detention facility, to wit: Marcy Correctional Facility, did knowingly and unlawfully make, obtain or possess dangerous contraband, to wit: a four inch long purple toothbrush with a razor blade attached.

/s/ Scott D. McNamara : Oneida County District Attorney,

/s/ Jessica Beauvais : Foreperson, Oneida County Grand Jury.

PEOPLE V. JOHN RIZZI									
CORRECTIONAL FACILITY: MOHAWK CORRECTIONAL FACILITY									
DIN NUMBER: 05A2335									
INDICTMENT/SUPERIOR COURT INFORMATION NUMBER: N/A									
DATE	NAME	TITLE	TASK	HOURLY RATE	MINUTE RATE	TIME SPENT	COST	FRINGE BENEFITS (30%)	TOTAL
07/24/09	MM	AC	OP	15.12	0.25	20	5.04	1.51	6.55
07/24/09	JRH	SCI	FE	39.19	0.65	20	13.06	3.92	16.98
08/17/09	JAS	ADA	REF	57.76	0.96	10	9.63	2.89	12.51
04/07/10	MDA	AC	CL	15.26	0.25	20	5.09	1.53	6.61
08/17/10	JB	SDA	SB	16.41	0.27	30	8.21	2.46	10.67
11/18/09	JLB	ADA	CT	28.92	0.48	5	2.41	0.72	3.13
04/07/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
11/03/09	PJH	ADA	WU	56.67	0.94	20	18.89	5.67	24.56
10/12/09	JAS	ADA	GJR	57.76	0.96	10	9.63	2.89	12.51
11/06/09	PJH	ADA	R&C	56.67	0.94	10	9.45	2.83	12.28
							TOTAL		109.11

1. NYSID No.	2. CJTN No.	New York State ARREST REPORT	3. Case No. 3077078	4. Ref. No.
5. FBI No.	6. Arrest No. 371434	7. Agency DI TROOP D - ZONE 1 NY1320100	8. Div/Precinct D111	4a.

DEFENDANT INFORMATION

9. Name (Last, First, Middle) RIZZI, JOHN				11. Phone Number (315)339-5232	
12. Street Number and Name, Bldg. No., Apt. No. 6100 SCHOOL RD.			13. City, State, Zip ROME NY 13440		14. Residence Status RESIDENT
15. Place of Birth USA		16. D.O.B 09/10/1967	17. Age 41	18. Gender MALE	19. Race WHITE
20. Ethnicity NOT HISPANIC		21. Skin LIGHT		22. Height 5ft. 4in.	23. Weight 225lbs.
24. Hair BLACK		25. Eyes BROWN		26. Glasses UNKNOWN	27. Build HUSKY
28. Marital Status UNKNOWN		29. U.S. Citizen YES		30. Citizen Of USA	
31. Soc. Sec. No. 117-54-0278	32. Education UNKNOWN -		33. Religion		35. Employed INMATE
34. Occupation LABORER					
36. Scars/Marks/Tattoos Description					

ARREST INFORMATION

37. Arresting Officer/ID BUTLER TRACY INV 2646		39. Assisting Officer/ID		41. Arrest Date 07/20/2009	42. Time 14:25
43. Location of Arrest 6100 SCHOOL RD. ROME NEW YORK 13440			44. Juvenile NO	45. Condition of Defendant APPARENTLY NORMAL	
48. Miranda YES	49. Miranda By BUTLER TRACY INV			50. Miranda Date 07/20/2009	51. Miranda Time 14:20
52. Statements NONE		54. Search Warrant		55. ID Procedure	
56. Arraign. Court ROME CITY COURT NY032011J				57. Arraign. Judge	
58. Arraign Date 07/27/2009	59. Arraign Time 11:00	60. Property	61. Evidence NO	61a. Processed By	
61b. Disposition			63. Arrestee Status HELD		64. Bail Amount \$ 0.00
65. Bondsman	66. Photo No.	67. Arrest Type COMPLAINT			68. Warrant No.
69. Arrest FOA NO	70. Other Agency				71. F/P Taken YES
76. Return Court				77. Return Judge	
78. Date	79. Time	80. Defendant/Case TOT Agency			80a. Officer Name
81. Case TOT Time	82. Case TOT Date	43a. CTV Code ROME CITY 3301			

INCIDENT INFORMATION

62. Incident No.	72. Offense Location	73. Offense Date/Time	74. No. Offender	75. No. Victims	Incident Case No.
3077078	ROME CITY 3301	6/27/2009 9:19	2	2	3077078

OFFENSE INFORMATION

83. LAW Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS	NCIC Code	Victim Age Sex Hcdp	ASSOC NO	TYPI
PL 120.05	07		D	F	2	C ASSLT WITH WEAPON IN CORR FACIL <i>ASI 0230</i>	1	1399			
										Incident	3077078
PL 265.02	01		D	F	3	C CRIM POSS WEAP-3RD PREV CONV <i>CPW 1044</i>	1	5212			
										Incident	3077078

86. Arresting Officer Signature <i>Det. Tracy Butler</i>	87. ID No. <i>2646</i>	88. Supervisor Signature	89. ID No.
90. Arrest Made as a result of SAFIS Print ID?	91.	92.	93.

1. Agency DI TROOP D - ZONE 1	2. Div/Precinct D111	New York State INCIDENT REPORT	3. ORI NY1320100	5. Case No.	6. Incident No. 3077078
7,8,9. Date Reported (Day, Date, Time) SATURDAY 06/27/2009 09:19		10,11,12. Occurred On/From (Day, Date, Time) SATURDAY 06/27/2009 09:19		13,14,15. Occurred To (Day, Date, Time)	
16. Incident Type ASSAULT-WEAPON ASSAULT			17. Business Name MOHAWK CORRECTIONAL FACILITY		
19. Incident Address (Street Name, Bldg. No., Apt. No.) 6100 SCHOOL RD.					
20. City/State/Zip ROME NEW YORK 13440					
21. Location Code (TSLED) ROME CITY 3301		23. No. of Victims 2	24. No. of Suspects 2	26. Victim also Complainant? NO	
Location Type JAIL/PRISON					
Dispatcher Notes SP Marcy BCI case #3077078 - CPW 3rd and Assault 2nd - Inv. Tracy Butler assigned - CBA - No PPD/PED					

22. OFF. No.	LAW SECTION	SUB	CL	CAT	DEG	AJT	NAME OF OFFENSE	CTS
1.	PL 265.02	01	D	F	3	C	CRIMINAL POSSESSION WEAPON 3- PREVIOUS CONVICTION	1
2.	PL 120.05	07	D	F	2	C	ASSAULT 2- WHILE CONFINED IN CORRECTIONAL FACILITY	1

ASSOCIATED PERSONS

25. TYPE	Name (Last, First, Middle, Title)	DOB	Street Name Bldg., Apt. No., City, State, Zip	Res Phone Bus Phone
SUSPECT	RIZZI, JOHN	09/10/1967	6100 SCHOOL RD. ROME NY 13440	(315)339-5232
VICTIM	WIGGINS, DANILE	01/28/1954	6100 SCHOOL RD. ROME NY 13440	(315)339-5232
WITNESS	LAGASSE, DANIEL		6100 SCHOOL RD. ROME NY 13440	(315)339-5232

VICTIM

Name WIGGINS, DANILE	27. DOB 01/28/1954	28. Age 55	29. Gender MALE	30. Race BLACK	31. Ethnicity NOT HISPANIC	32. Handicap	33. Residence
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SUSPECT

Person ID # 3530560	34. Type SUSPECT	35. Name (Last, First, Middle) RIZZI, JOHN					
37. Apparent Condition			38. Address (Street Name, Bldg., Apt. No., City, State, Zip) 6100 SCHOOL RD. ROME NY 13440				
39a. Home Phone (315)339-5232	39b. Work Phone	40. Social Security 117-54-0278	41. DOB 09/10/1967	42. Age 41	43. Gender MALE	44. Race WHITE	
45. Ethnicity NOT HISPANIC		46. Skin		47. Occupation			
48. Height	49. Weight	50. Hair		51. Eyes	52. Glasses		53. Build
54. Employer/School INMATE - MOHAWK CORRECTIONAL FACILITY			55. Employer Address 6100 SCHOOL RD. ROME NY 13440				
56. Scars/Marks/Tattoos /Description							

**ONEIDA COUNTY
DISTRICT ATTORNEY**

SEP 01 2009

REFER TO

OFF
PO

7/24/2009 10:26:34

NARRATIVE

Date of Action	Date Written	Officer Name & Rank
06/27/2009	06/27/2009	BUTLER, TRACY (INV)

Narrative

BCI CASE ADOPTION - CRIMINAL POSSESSION WEAPON 3rd and ASSAULT 2nd

06/27/09, Tina Plumley, Secretary @ Mohawk Correctional Facility, reports inmate vs. inmate assault - C/Rome, Oneida County, NY - Inv. Tracy Butler assigned.

UNUSUAL INCIDENT REPORT:

Writer is in receipt of a copy of the Unusual Incident Report (UI) generated by NYSDOCS depicting this assault incident. Aforesaid report reflects a physical altercation between two (2) inmates. As a result of same, I adopted a Criminal Possession of a Weapon 3rd case as well as an Assault 2nd. The pen that was utilized in this incident remains in the custody of NYSDOCS. A copy of the UI is attached hereto as an enclosure to this report (E-1.)

Date of Action	Date Written	Officer Name & Rank
07/15/2009	07/15/2009	BUTLER, TRACY (INV)

Narrative

INTERVIEW OF DANIEL WIGGINS:

I responded to Oneida Correctional Facility, 6100 School Rd., C/Rome and interviewed DANIEL W. WIGGINS. WIGGINS has recently been transferred from the Walsh Medical Building on the Mohawk Correctional Facility's campus, School Rd., C/Rome to Oneida Correctional Facility. While an inmate/patient at Walsh Medical, WIGGINS advised he was engaged in a physical altercation with another inmate, JOHN RIZZI, who subsequently caused a puncture wound and a small sized laceration to his chest area. Aforesaid wound was caused by a metal pen. Pen is being retained by NYSDOCS. Photographs were obtained by medical staff at the correctional facility. A copy of same will remain within this case folder held at SP Marcy. WIGGINS request RIZZI be arrested for his actions, therefore, a Gen'l 4, Supporting Deposition, was obtained reflecting same. A copy of aforesaid Gen'l 4 is attached hereto and considered an enclosure to this report (E-2.)

INTERVIEW OF DANIEL LAGASSE:

I interviewed DANIEL P. LAGASSE, Recreation Therapy Aide, at the Walsh Medical Facility - Mohawk Correctional Facility, 6100 School Rd., C/Rome. LAGASSE stated he was working in that capacity on the 9th day of June, 2009, 8:00AM - 4:00PM. Approximately 3:00PM LAGASSE was alerted to an area in the Recreation Room where two (2) inmates were involved in a physical altercation. The two (2) inmates were identified as: DANIEL WIGGINS and JOHN RIZZI. As a result of aforesaid altercation, Inmate RIZZI stabbed Inmate WIGGINS with a metal pen. A Gen'l 4, Supporting Deposition, was obtained from LAGASSE. A copy of same is attached hereto and considered an enclosure to this report (E-3.)

Date of Action	Date Written	Officer Name & Rank
07/20/2009	07/20/2009	BUTLER, TRACY (INV)

Narrative

INTERVIEW OF SUSPECT:

Date, responded to Mohawk Correctional Facility, School Rd., C/Rome and attempted to interview JOHN A. RIZZI. Same was advised of his Miranda Warnings and exercised his right to have an attorney present. A Gen'l 19, Statement, was obtained reflecting same. A copy of aforesaid statement is attached hereto and considered an enclosure to this report (E-4.)

ARREST OF JOHN RIZZI:

Today's date, prior to my departure from the correctional facility, JOHN RIZZI, was arrested for Assault 2nd and Criminal Possession of a Weapon 3rd. RIZZI was processed: prints and photos, by NYSDOCS while at the facility. The felony complaints were prepared by this writer. Same along with additional investigative documents were forwarded to the C/Rome Court requesting an Order to Produce.

COPY OF REPORT TO DA:

I placed a copy of this felony report in the file awaiting relay to the Oneida County District Attorney's Office.

Date of Action	Date Written	Officer Name & Rank
07/23/2009	07/23/2009	BUTLER, TRACY (INV)
Narrative		
CASE CLOSURE:		
SP Marcy BCI case #3077078 is CLOSED by ARREST. The New York State Police do not have any evidence/property in their custody, therefore, nothing precludes writer from submitting this report as FINAL.		
SUBMISSION OF REPORT:		
Today's date, the report of SP Marcy BCI case #3077078 is submitted.		
ENCLOSURES:		
E-1 UI		
E-2 Gen'l 4 of Wiggins, Daniel W.		
E-3 Gen'l 4 of LaGasse, Daniel P.		
E-4 Gen'l 19 of Rizzi, John A.		

ADMINISTRATIVE

74. Inquiries CH	75. NYSPIN Message No.	76. Complainant Signature	
77. Reporting Officer Signature (Include Rank) INV TRACY BUTLER <i>Tracy Butler</i>	78. ID No. 2646	79. Supervisor Signature (Include Rank) SR INV MICHAEL HULIHAN	80. ID No. 2448
81. Status ARREST - ADULT	82. Status Date 07/23/2009	83. Notified/TOT	
			Solvability Total 0

PEOPLE V. ABDUL ROBERSON									
CORRECTIONAL FACILITY: MARCY CORRECTIONAL FACILITY									
DIN NUMBER: 09R1465									
INDICTMENT/SUPERIOR COURT INFORMATION NUMBER: I 2010-183									
DATE	NAME	TITLE	TASK	HOURLY RATE	MINUTE RATE	TIME SPENT	COST	FRINGE BENEFITS (30%)	TOTAL
03/15/10	MM	AC	OP	15.85	0.26	20	5.28	1.59	6.87
04/28/10	MC	PC	TIND	16.91	0.28	20	5.64	1.69	7.33
03/15/10	JRH	SCI	FE	40.29	0.67	20	13.43	4.03	17.46
04/07/10	JJR	ADA	REF	36.17	0.60	20	12.06	3.62	15.67
05/11/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
07/21/10	MDA	AC	CL	15.26	0.25	20	5.09	1.53	6.61
08/16/10	JB	SDA	SB	16.41	0.27	60	16.41	4.92	21.33
04/08/10	JJR	ADA	WU	36.17	0.60	30	18.09	5.43	23.51
04/12/10	JAS	ADA	GJR	59.44	0.99	15	14.86	4.46	19.32
04/12/10	NL	VWC	SUB	17.71	0.30	20	5.90	1.77	7.67
04/28/10	JJR	ADA	GJP	36.17	0.60	60	36.17	10.85	47.02
04/28/10	ML	GJR	GJD	34.81	0.58	60	34.81	10.44	45.25
04/28/10	MC	PC	CIND	16.91	0.28	10	2.82	0.85	3.66
04/28/10	JJR	ADA	RIND	36.17	0.60	10	6.03	1.81	7.84
04/15/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
05/25/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
06/07/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
05/11/10	JD	VWC	SFO	16.42	0.27	20	5.47	1.64	7.12
07/19/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
05/10/10	MRN	ADA	CT	35.08	0.58	10	5.85	1.75	7.60
07/19/10	KDS	ADA	CT	38.73	0.65	15	9.68	2.90	12.59
04/22/10	JJR	ADA	CONF	36.17	0.60	15	9.04	2.71	11.76
TOTAL									296.56

STATE OF NEW YORK
COUNTY COURT

ONEIDA COUNTY

THE PEOPLE OF THE STATE OF NEW YORK

Against

Abdul Roberson,

Defendant.

INDICTMENT

IND. NO. I 2010-183

Filed April 28, 2010

FIRST COUNT

THE GRAND JURY OF ONEIDA COUNTY, do hereby accuse Abdul Roberson, defendant, of the offense of **Promoting Prison Contraband in the First Degree** in violation of Section 205.25, subdivision 2, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about March 5, 2010, in the County of Oneida, Town of Marcy, while being confined in a detention facility, to wit: Marcy Correctional Facility, did knowingly and unlawfully make, obtain or possess dangerous contraband, to wit: a weapon made of a razor about 5/8 inch long, 1/4 inch wide, with a yellow plastic handle partially covered with a sheath made from black electrical tape.

SECOND COUNT

THE GRAND JURY OF ONEIDA COUNTY, do hereby accuse Abdul Roberson, defendant, of the offense of **Promoting Prison Contraband in the First Degree** in violation of Section 205.25, subdivision 2, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about March 5, 2010, in the County of Oneida, Town of Marcy, while being confined in a detention facility, to wit: Marcy Correctional Facility, did knowingly and unlawfully make, obtain or possess dangerous contraband, to wit: a weapon made of a razor about 5/8 inch long, 1/4 inch wide, and melted into a 1 1/4 inch yellow plastic handle attached with dental floss.

/s/ Scott D. McNamara : Oneida County District Attorney,

/s/ Michael Williamson : Foreperson, Oneida County Grand Jury.

PEOPLE V. LAZARO RODRIGUEZ
CORRECTIONAL FACILITY: MARCY CORRECTIONAL FACILITY
DIN NUMBER: 06B1666
INDICTMENT/SUPERIOR COURT INFORMATION NUMBER: S 2009-275

DATE	NAME	TITLE	TASK	HOURLY RATE	MINUTE RATE	TIME SPENT	COST	FRINGE BENEFITS (30%)	TOTAL
08/12/09	MM	AC	OP	15.12	0.25	20	5.04	1.51	6.55
11/12/09	MC	PC	TSCI	16.16	0.27	20	5.39	1.62	7.00
08/12/09	JRH	SCI	FE	39.19	0.65	20	13.06	3.92	16.98
08/19/09	TPF	ADA	REF	61.77	1.03	20	20.59	6.18	26.77
12/07/09	MDA	AC	RE	15.12	0.25	10	2.52	0.76	3.28
02/05/09	MDA	AC	CL	15.12	0.25	20	5.04	1.51	6.55
08/18/10	JB	SDA	SB	16.41	0.27	60	16.41	4.92	21.33
08/26/09	TPF	ADA	WU	61.77	1.03	120	123.54	37.06	160.60
09/21/09	JAS	ADA	GJR	57.76	0.96	15	14.44	4.33	18.77
11/12/09	MC	PC	CSCI	16.16	0.27	10	2.69	0.81	3.50
11/14/09	TPF	ADA	RSCI	61.77	1.03	30	30.89	9.27	40.15
12/07/09	RLB	ADA	CT	40.35	0.67	15	10.09	3.03	13.11
12/07/09	JD	VWC	SFO	15.60	0.26	20	5.20	1.56	6.76
02/01/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
09/17/09	TPF	ADA	REF	61.77	1.03	30	30.89	9.27	40.15
02/01/10	GJG	ADA	CT	56.95	0.95	10	9.49	2.85	12.34
								TOTAL	387.15

STATE OF NEW YORK
COUNTY COURT

ONEIDA COUNTY

THE PEOPLE OF THE STATE OF NEW YORK

Against

Lazaro Perez-Rodriguez,

Defendant.

SUPERIOR COURT
INFORMATION

SCI NO. S 2009-275

FIRST COUNT

I, SCOTT D. MCNAMARA, DISTRICT ATTORNEY OF ONEIDA COUNTY, do hereby accuse Lazaro Perez-Rodriguez, defendant, of the offense of **Promoting Prison Contraband in the First Degree** in violation of Section 205.25, subdivision 2, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about July 17, 2009, in the County of Oneida, Town of Marcy, while being confined in a detention facility, to wit: Marcy Correctional Facility, did knowingly and unlawfully make, obtain or possess dangerous contraband, to wit: a cutting weapon fashioned out of sharpened metal and cellophane tape.

_____: Oneida County District Attorney.

PEOPLE V. NICHOLAS ROSARIO									
CORRECTIONAL FACILITY: MARCY CORRECTIONAL FACILITY									
DIN NUMBER: 07A7167									
INDICTMENT/SUPERIOR COURT INFORMATION NUMBER: S 2009-175									
DATE	NAME	TITLE	TASK	HOURLY RATE	MINUTE RATE	TIME SPENT	COST	FRINGE BENEFITS (30%)	TOTAL
06/15/09	MM	AC	OP	15.12	0.25	20	5.04	1.51	6.55
07/13/09	MC	PC	TSCI	16.16	0.27	20	5.39	1.62	7.00
06/15/09	JRH	SCI	FE	39.19	0.65	20	13.06	3.92	16.98
06/16/09	MRN	ADA	REF	30.69	0.51	20	10.23	3.07	13.30
07/31/09	MDA	AC	RE	14.55	0.24	10	2.43	0.73	3.15
12/03/09	MDA	AC	CL	14.55	0.24	20	4.85	1.46	6.31
08/18/10	JB	SDA	SB	16.41	0.27	60	16.41	4.92	21.33
06/23/09	MRN	ADA	WU	30.69	0.51	15	7.67	2.30	9.97
06/23/09	JAS	ADA	GJR	57.76	0.96	5	4.81	1.44	6.26
07/13/09	MC	PC	CSCI	16.16	0.27	10	2.69	0.81	3.50
07/13/09	MRN	ADA	RSCI	30.69	0.51	10	5.12	1.53	6.65
07/31/09	MPW	ADA	CT	55.58	0.93	20	18.53	5.56	24.08
09/18/09	LS	CL	SFO	14.14	0.24	20	4.71	1.41	6.13
10/06/09	MDA	AC	RE	14.55	0.24	10	2.43	0.73	3.15
10/01/09	PJH	ADA	CT	56.67	0.94	10	9.45	2.83	12.28
								TOTAL	146.64

STATE OF NEW YORK
COUNTY COURT ONEIDA COUNTY

THE PEOPLE OF THE STATE OF NEW YORK

Against

Nicholas Rosario,

Defendant.

SUPERIOR COURT
INFORMATION

SCI NO. S 2009-175

FIRST COUNT

I, SCOTT D. MCNAMARA, DISTRICT ATTORNEY OF ONEIDA COUNTY, do hereby accuse Nicholas Rosario, defendant, of the offense of **Promoting Prison Contraband in the First Degree** in violation of Section 205.25, subdivision 2, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about January 13, 2009, in the County of Oneida, Town of Marcy, while being confined in a detention facility, to wit: Marcy Correctional Facility, did knowingly and unlawfully make, obtain or possess dangerous contraband, to wit: a toothbrush handle with a ¾-inch state razor blade, melted in one end and black tape on the other end.

SECOND COUNT

I, SCOTT D. MCNAMARA, DISTRICT ATTORNEY OF ONEIDA COUNTY, do hereby accuse Nicholas Rosario, defendant, of the offense of **Criminal Possession of a Weapon in the Third Degree** in violation of Section 265.02, subdivision 1, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about January 13, 2009, in the County of Oneida, Town of Marcy, did possess a dangerous instrument, with intent to use the same unlawfully against another.

_____: Oneida County District Attorney.

1. Agency D1 TROOP D - ZONE 1	2. Div/Precinct D111	New York State INCIDENT REPORT	3. ORI NY1320100	5. Case No. 08-838	6. Incident No. 2688856
7,8,9. Date Reported (Day, Date, Time) TUESDAY 09/16/2008 18:53		10,11,12. Occurred On/From (Day, Date, Time) TUESDAY 09/16/2008 18:53		13,14,15. Occurred To (Day, Date, Time)	
16. Incident Type CONTRABAND-CONTRABAND JAIL/PRISON			17. Business Name MID STATE CORRECTIONAL FACILITY		
19. Incident Address (Street Name, Bldg. No., Apt. No.) BIGELOW DR.					
20. City/State/Zip MARCY NEW YORK 13403					
21. Location Code (TSLED) MARCY TOWN 3362		23. No. of Victims 0	24. No. of Suspects 1	26. Victim also Complainant?	
Location Type JAIL/PRISON					
Dispatcher Notes 08-838 (PRC2640) - CA - No PPD/PFD 08-839 (CPW1044) - CA - No PPD/PFD					

22. Off. No.	LAW SECTION	SUB	CL	CAJ	DEG	AHT	NAME OF OFFENSE	CIS
1.	PL 205.25	02	D	F	1	C	POSSESS DANGEROUS CONTRABAND IN PRISON-1ST DEGREE	1
2.	PL 265.02	01	D	F	3	C	CRIMINAL POSSESSION WEAPON 3- PREVIOUS CONVICTION	1

ASSOCIATED PERSONS

25. TYPE	Name (Last, First, Middle, Title)	DOB	Street Name Bldg., Apt. No., City, State, Zip	Res. Phone Bus. Phone
PERSON INTERVIEWED	THORNTON, CHRISTOPHER		NY	
SUSPECT	VASQUEZ, JONATHAN	01/04/1991	BIGELOW DR MARCY NY 13403	

SUSPECT

Person ID # 3088534	34. Type SUSPECT	35. Name (Last, First, Middle) VASQUEZ, JONATHAN				
37. Apparent Condition			38. Address (Street Name, Bldg., Apt. No., City, State, Zip) BIGELOW DR MARCY NY 13403			
39a. Home Phone	39b. Work Phone	40. Social Security	41. DOB 01/04/1991	42. Age 17	43. Gender MALE	44. Race BLACK
45. Ethnicity HISPANIC	46. Skin	47. Occupation				
48. Height	49. Weight	50. Hair	51. Eyes		52. Glasses	53. Build
54. Employer/School MID STATE CORRECTIONAL FACILITY			55. Employer Address BIGELOW DR. MARCY NY 13403			
56. Scars/Marks/Tattoos /Description						

36. Alias/Nickname/Maiden Name

Last Name	First Name	MiddleName

NARRATIVE

Date of Action	Date Written	Officer Name & Rank
09/16/2008	09/16/2008	BUTLER, TRACY (INV)

Narrative

INITIAL RECEIPT OF CASE INFORMATION:

Date, writer, while at Mid State Correctional Facility, Bigelow Dr., T/Marcy, 768-8581, on an unrelated criminal investigation, received a completed Unusual Incident Report (UI) from Watch Commander, LT. Cronk. Aforesaid UI depicts an incident that occurred at the facility on September 10, 2008 approximately 8:35AM. Correctional Officer, Christopher Thornton, was conducting a pat frisk on inmate Jonathan Vasquez, DOB 01/04/91, DIN 07A5370 (S-1,) when he discovered in Inmate Vasquez's (S-1's) left front pocket, a piece of plexiglass sharpened to a point at one end. Aforesaid weapon was then contained in a paper sheath. A copy of aforesaid UI is attached hereto and considered an enclosure to this report (E-2.) The weapon remains in the custody of NYSDOCs.

ADOPTION OF CASE:

Date, writer adopted the following SP Marcy BCI cases: 08-838 (PRC2640) and 08-839 (CPW1044.) The following file 20 teletypes were dispatched via NYSPIN at SP Marcy reflecting same: #2277 and #2278. The initial case status is PENDING.

INTERVIEW OF CORRECTIONAL OFFICER, CHRISTOPHER THORNTON:

Writer interviewed New York State Correctional Officer (CO,) Christopher Thornton, at Mid State Correctional Facility, Bigelow Dr., T/Marcy, 768-8581. CO Thornton was conducting a pat/frisk search on Inmate Jonathan Vasquez (S-1) when he discovered a self made weapon contained in a paper sheath. Further inspection of the weapon wrapped in the paper sheath, revealed the self made weapon to be a piece of plexiglass that was approximately 1" X 1/2" in size. Aforesaid weapon was concealed in Inmate Vasquez's (S-1's) left front pocket. A Gen'l 4, Supporting Deposition, was secured from Thornton. A copy of same is attached hereto and considered an enclosure to this report (E-3.)

Date of Action	Date Written	Officer Name & Rank
09/17/2008	09/17/2008	BUTLER, TRACY (INV)

Narrative

Writer requested a criminal history check of Vasquez (S-1) via Ejustice. A response was received confirming a previous weapons charge.

Date, writer attempted to interview Jonathan Vasquez, DOB 01/04/91, DIN 07A5370 (S-1) at Mid State Correctional Facility. Same yielded negative results. Vasquez (S-1) refusing to be interviewed. Writer subsequently arrested Vasquez (S-1) for one count of Promoting Prison Contraband 1st and Criminal Possession of a Weapon 3rd. Felony complaints were completed and forwarded to T/Marcy Court requesting an Order to Produce.

Date of Action	Date Written	Officer Name & Rank
09/23/2008	09/23/2008	BUTLER, TRACY (INV)

Narrative

Writer CLOSED by ARREST SP Marcy BCI cases: 08-838 (PRC2640) and 08-839 (CPW1044) The following file 20 teletypes were dispatched via NYSPIN at SP Marcy reflecting same: #2298 and #2300.

The New York State Police do not have any evidence/property in their custody, therefore, nothing precludes writer from submitting this report as FINAL.

ENCLOSURES:

- E-1 Arrest Report of Vasquez, Jonathan (S-1)
- E-2 Unusual Incident Report (UI)
- E-3 Gen'l 4 of Thornton, Christopher

NYSPIN MESSAGES:

- File 20 teletype #2277 - case adoption
- File 20 teletype #2278 - case adoption
- File 20 teletype #2298 - case closure
- File 20 teletype #2300 - case closure

ADMINISTRATIVE

74. Inquiries CH	75. NYSPIN Message No. FILE 20 TT #2277, #2278	76. Complainant Signature		
77. Reporting Officer Signature (Include Rank) INV TRACY BUTLER <i>Tracy Butler</i>		78. ID No. 2646	79. Supervisor Signature (Include Rank) SR INV MICHAEL HULIHAN	80. ID No. 2448
81. Status ARREST - ADULT	82. Status Date 09/23/2008	83. Notified/TOT		
Solvability Total				0

1. NYSID No.	2. CJTN No.	New York State ARREST REPORT		3. Case No. 08-838, 08-839	4. Ref. No.
5. FBI No.	6. Arrest No. 324055	7. Agency D1 TROOP D - ZONE 1 NY1320100		8. Div/Precinct D111	4a.

DEFENDANT INFORMATION

9. Name (Last, First, Middle) VASQUEZ, JONATHAN					11. Phone Number	
12. Street Number and Name, Bldg. No., Apt. No. BIGELOW DR				13. City, State, Zip MARCY NY 13403		14. Residence Status RESIDENT
15. Place of Birth USA		16. D.O.B. 01/04/1991	17. Age 17	18. Gender MALE	19. Race BLACK	
20. Ethnicity HISPANIC		21. Skin DARK		22. Height 6ft. 2in.	23. Weight 165lbs.	24. Hair BLACK
25. Eyes BROWN		26. Glasses UNKNOWN		27. Build NORMAL		
28. Marital Status UNKNOWN			29. U.S. Citizen YES		30. Citizen Of USA	
31. Soc. Sec. No.	32. Education UNKNOWN -		33. Religion		35. Employed INMATE	
34. Occupation						
36. Scars/Marks/Tattoos Description						

ARREST INFORMATION

37. Arresting Officer/ID BUTLER TRACY INV 2646			39. Assisting Officer/ID VANDERLAN BRETT TPR 5062			41. Arrest Date 09/17/2008	42. Time 19:00
43. Location of Arrest BIGELOW DR. MARCY NEW YORK 13403				44. Juvenile NO	45. Condition of Defendant APPARENTLY NORMAL		
48. Miranda NO		49. Miranda By				50. Miranda Date	51. Miranda Time
52. Statements NONE		54. Search Warrant		55. ID Procedure			
56. Arraign. Court MARCY TOWN COURT NY032181J					57. Arraign. Judge		
58. Arraign Date 10/09/2008	59. Arraign Time 14:00	60. Property	61. Evidence NO	61a. Processed By			
61b. Disposition				63. Arrestee Status HELD		64. Bail Amount \$ 0.00	
65. Bondsman	66. Photo No.	67. Arrest Type OTHER				68. Warrant No.	
69. Arrest FOA NO		70. Other Agency				71. F/P Taken YES	
76. Return Court					77. Return Judge		
78. Date	79. Time	80. Defendant/Case TOT Agency			80a. Officer Name		
81. Case TOT Time	82. Case TOT Date	43a. CTV Code MARCY TOWN 3362					

INCIDENT INFORMATION

62. Incident No.	72. Offense Location	73. Offense Date/Time	74. No. Offender	75. No. Victims	Incident Case No.
2688856	MARCY TOWN 3362	9/16/2008 18:53	1	0	08-838

OFFENSE INFORMATION

83. LAW Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS	NCIC Code	Victim Age	Sex	Hcdp	ASSOC NO	TYPI
PL 265.02	01	D	F	3	C	CRIM POSS WEAP-3RD:PREV CONV <i>CPW 10/11</i>	1	5212					
Incident 2688856													
PL 205.25	02	D	F	1	C	POSS HANG CONTRABND PRISON-1ST <i>PKC 06/10</i>	1	5802					
Incident 2688856													

86. Arresting Officer Signature <i>[Signature]</i>	87. ID No. <i>2646</i>	88. Supervisor Signature	89. ID No.
90. Arrest Made as a Result of SAFIS Print ID?	91.	92.	93.

STATE OF NEW YORK
COUNTY COURT

ONEIDA COUNTY

THE PEOPLE OF THE STATE OF NEW YORK

Against

Louis Wilner,

Defendant.

SUPERIOR COURT
INFORMATION

SCI NO. S 2010-053

FIRST COUNT

I, SCOTT D. MCNAMARA, DISTRICT ATTORNEY OF ONEIDA COUNTY, do hereby accuse Louis Wilner, defendant, of the offense of **Assault in the Second Degree** in violation of Section 120.05, subdivision 7, of the Penal Law of the State of New York, as a felony, committed as follows: The said defendant, on or about September 14, 2009, in the County of Oneida, Town of Marcy, with intent to cause physical injury to Gary Poole, did cause such injury to such person.

SECOND COUNT

I, SCOTT D. MCNAMARA, DISTRICT ATTORNEY OF ONEIDA COUNTY, do hereby accuse Louis Wilner, defendant, of the offense of **Criminal Possession of a Weapon in the Third Degree** in violation of Section 265.02, subdivision 1, of the Penal Law of the State of New York, a felony, committed as follows: The said defendant, on or about September 14, 2009, in the County of Oneida, Town of Marcy, did possess a combination pad-lock, with intent to use the same unlawfully against another.

: Oneida County District Attorney,

: Foreperson, Oneida County Grand Jury.

PEOPLE V. LOUIS WILNER									
CORRECTIONAL FACILITY: MARCY CORRECTIONAL FACILITY									
DIN NUMBER: 91A9011									
INDICTMENT/SUPERIOR COURT INFORMATION NUMBER: S 2010-053									
DATE	NAME	TITLE	TASK	HOURLY RATE	MINUTE RATE	TIME SPENT	COST	FRINGE BENEFITS (30%)	TOTAL
10/12/09	MM	AC	OP	15.12	0.25	20	5.04	1.51	6.55
03/11/10	MC	PC	TSCI	16.91	0.28	20	5.64	1.69	7.33
10/12/09	JRH	SCI	FE	39.19	0.65	20	13.06	3.92	16.98
10/20/09	MRN	ADA	REF	30.69	0.51	20	10.23	3.07	13.30
04/08/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
05/21/10	MDA	AC	CL	15.26	0.25	20	5.09	1.53	6.61
08/17/10	JB	SDA	SB	16.41	0.27	60	16.41	4.92	21.33
10/21/09	MRN	ADA	WU	30.69	0.51	15	7.67	2.30	9.97
02/09/10	JAS	ADA	GJR	59.44	0.99	10	9.91	2.97	12.88
03/11/10	MC	PC	CSCI	16.91	0.28	10	2.82	0.85	3.66
03/11/10	MRN	ADA	RSCI	35.08	0.58	5	2.92	0.88	3.80
02/09/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
02/09/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
02/25/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
02/25/10	JB	SDA	TO	16.41	0.27	20	5.47	1.64	7.11
04/08/10	GJG	ADA	CT	56.95	0.95	20	18.98	5.70	24.68
04/16/10	JD	VWC	SFO	16.42	0.27	20	5.47	1.64	7.12
05/20/10	MDA	AC	RE	15.26	0.25	10	2.54	0.76	3.31
05/20/10	PJH	ADA	CT	58.34	0.97	15	14.59	4.38	18.96
TOTAL									188.23

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department
321 Main Street, 2nd Floor, Utica, New York 13501

Thomas J. Marcoline
Deputy Director

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

Supervisors
Thomas Brognano
Patrick Cady
Paula Mirzlikar
David Radell

August 25, 2010

FN 20 10-320
RECEIVED
ONEIDA COUNTY LEGISLATURE
SEP 10 AM 2:42
PUBLIC SAFETY

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

Re: ATI (Alternatives To Incarceration)
WAYS & MEANS
Contract
Our Contract #: 01189
DCJS Contract #: C320600

Dear Mr. Picente:

Enclosed is the finalized ATI Contract that requires your signature. When we submitted our plan to the Board for their approval it called for \$52,828.00 in reimbursement. Pursuant to the attached letter to Judge Virkler the amount has been reduced 10% to \$47,545.00. We anticipated this development. However, our ATI efforts continue to save the county hundreds of thousands of dollars and remains a viable cost effective program.

At your convenience please affix your signature (and notarization) where indicated and return four copies with original signatures.

Your continued support of our programming and efforts is most appreciated.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures: Judge Virkler's Letter
Signature Pages

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

Anthony J. Picente, Jr.
County Executive
Date 9/10/10

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Oneida County Probation Department

Title of Activity or Service: Domicile Restriction

Proposed Dates of Operation: 1/1/2010 to 12/31/2010

Client Population/Number to be Served:

Summary Statements:

- 1) Narrative Description of Proposed Services: Provides Alternative to Incarceration both at the Pre-Trial and Post-Sentencing stages of the Legal Process and is a graduated sanction of Probation. It allows home sobriety checks and surveillance of Sex Offenders' movements.
- 2) Program/Service Objectives and Outcomes: Replaced 15,790 days of incarceration at County Jail – savings of \$75.00 per day = \$1,184,250.00. Allows employed Defendants to continue working.
- 3) Program Design and Staffing: Reducing burden on Social Services (56 full-time; 15 part-time; 14 students). One Probation Officer and two Probation Assistants install and monitor equipment and report compliance/violations to the Court.

Total Funding Requested:

Account #: 3141

\$228,318 of which we are requesting \$52,828 from New York State in this Application.

Oneida County Dept. Funding Recommendation: (Approved in 2010 Budget) \$52,828 from DPCA, \$35,000 from DSS to keep Defendants working, \$7,800 Bail Poundage, and \$6,291 from Utica Police for Ride-Along surveillance.

Proposed Funding Sources (Federal \$/State\$/County\$): \$52,828 from DPCA, \$35,000 from DSS, \$7,800 Bail Poundage, and \$6,291 from Utica Police

Cost Per Client Served: \$1.97 per day per client

Past Performance Data: 85% reduction in recidivism which on Domicile Restriction - 146 successfully completed in 2009.

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

APPENDIX X

Agency Code 01490

Contract No.: C320600
Period: 1/1/10 – 12/30/10
Funding Amount for Period: \$47,545.00

This is a CONTRACT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), having its principal office at 4 Tower Place, Albany, New York (hereinafter referred to as the DIVISION), and Oneida County, (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C320600, as follows:

1. In accordance with Chapter 56 of the Laws of 2010, reference to the Division of Probation and Correctional Alternatives shall be replaced with the Division of Criminal Justice Services to reflect the merger of such former agency.
2. The second sentence of paragraph A of Section (I) of said CONTRACT is modified to read: "Funding for this CONTRACT shall not exceed Two hundred seventy eight thousand five hundred seventy three dollars (\$278,573.00)".
3. Attached is a new Appendix A1- Agency Specific Clauses and Appendix A2- Special Conditions which shall be incorporated in said contract.
4. Attached is a new Appendix B for January 1, 2010 through December 31, 2010.
5. All other provisions of said CONTRACT shall remain in full force and effect.

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

CONTRACTOR SIGNATURE

By: _____
Title: _____
Date: _____

STATE AGENCY SIGNATURE

By: _____
Title: _____
Date: _____

STATE OF NEW YORK

COUNTY OF _____

} SS:
}

On the _____ day of _____, 20____, before me personally appeared _____, Name
to me known, who being by me duly sworn, did depose and say that he/she resides in _____
_____ ; that he/she is the _____ of the _____
_____ ; the corporation described herein which executed the foregoing instrument; and
that he/she signed his/her name thereto by order of the board of directors of said corporation.

Notary Public

**APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY**

BY Therese D. Bona
ASST ONEIDA COUNTY ATTORNEY

ATTORNEY GENERAL'S SIGNATURE

Approved:
Andrew Cuomo
Attorney General

By: _____

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Approved:
Thomas P. DiNapoli
Comptroller

By: _____

Title: _____

Date: _____

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
2100 SEP 10 AM 2:41

FN 20 10 - 321

HUMAN RESOURCES

WAYS & MEANS

September 2, 2010

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

Dear Mr. Picente:

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

Enclosed are copies of the Purchase of Services Agreement for Neighborhood Center Day Care, 293 Genesee Street, Utica, New York. The Center provides safe day care services at three (3) sites for children ages 6 weeks to 12 years. The Department pays for care of children while eligible families participate in training and/or employment.

The term of the Agreement is October 1, 2010 through September 30, 2011. The rates for Day Care are the "Market Rates" determined by the New York State Office of Children and Family Services. The total paid to the Neighborhood Center for day care services from August 1, 2009 through July 31, 2010 was \$672,156 with a local share of 4% or \$26,886.24.

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 9/10/10

9/1/10
18605

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

The Neighborhood Center Inc.
293 Genesee Street
Utica, New York 13501

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: October 1, 2010 through September 30, 2011

Client Population/Number to be Served: Licensed for a total of 308 children at 3 sites.

Neighborhood Center at the following sites:

615-616 Mary Street
Utica, New York 13501
6 WEEKS - 14 YRS.

628 Mary Street
Utica, New York 13501
3 YRS - 5 YRS.

195-199 W. Dominick Street
Rome, New York 13440
3 YRS. - 8 YRS.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at the Day Care Centers stated above.

2). Program/Service Objectives and Outcomes

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

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates.

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

Mandated or Non-Mandated: Mandated Service

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

Federal	80.0 %	\$ 537,724.80
State	16.0 %	\$ 107,544.96
County	4.0 %	\$ 26,886.24

Cost Per Client Served:

Past performance Served: Paid a total of \$672,156 for contract period August 1, 2009 through July 31, 2010. The Neighborhood Center provided service to approximately 200 families during this time period.

O.C. Department Staff Comments: The Department has contracted with this provider since 1989 for this service. The Department contracts with a number of providers to ensure the availability of services and is satisfied with the provider's service.

CONTRACT IDENTIFICATION

AGREEMENT	DISTRICT CODE	DATE MO. YR.	CONTRACT NUMBER	FED. PART.
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DAY CARE SERVICES

Agreement made this 1st day of OCTOBER 2010, by and between the Oneida County Department of Social Services, located at 800 Park Avenue, Utica, NY hereinafter called the Department and NEIGHBORHOOD CENTER, located at 615 MARY STREET, UTICA, NEW YORK 13501 hereinafter called the Contractor.

WITNESSETH:

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

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

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

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

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

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

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

1. The Contractor shall furnish to the Department Day Care
Neighborhood Center of Utica
Day Care Center

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Services as follows:

Objectives

(a) To provide quality day care to children between 6 weeks and 14 years of age for a portion of the day and less than 24 hours, outside their home in accordance with State and Federal standards for day care.

Location of Services

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

Unit of Service

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

(d) A child in care at this Center must be at least 6WKS and no more than 14 YEARS of age since this is the basis for issuance of their permit.

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

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

4. Performance under this agreement shall commence on OCTOBER 1, 2010 and shall terminate on SEPTEMBER 30, 2011 and may be renewed in writing agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

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

Department will not be responsible for any fee and all clients supplemented by Social Services funds will not be required

Neighborhood Center of Utica
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to pay a registration fee.

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

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

DATE: _____ BY: _____
Anthony J. Picente Jr., Oneida County Executive

DATE: _____ BY: _____
Lucille A. Soldato, Commissioner
Oneida County Department of Social Services

DATE: 8/24/10 BY: Sandra L. Soroka
Contractor

Sandra L. Soroka
Executive Director
Neighborhood Center, Inc.

Title

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made on the 1ST day of OCTOBER 2010, By and Between the Oneida County Department of Social Services, located at County Office Building, 800 Park Avenue, Utica, New York, hereinafter called the Department and NEIGHBORHOOD CENTER, located at 615 MARY STREET, UTICA, NEW YORK 13501 hereinafter called the Contractor do hereby agree that this Attachment A is part and parcel of aforesaid agreement and do further covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor

on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

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

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

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

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

12. The Contractor agrees to retain all books, records and other documents relevant to this agreement for five years after final payment, Federal and/or State auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

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

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

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

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

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

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

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

*Neighborhood Center of Utica
Day Care Center*

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

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

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

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

a. deny an individual any services or other benefits provided under the program;

b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;

c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;

d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;

e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;

f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him an opportunity to do so which is different from that afforded others under the program.

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

a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex,

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Day Care Center

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color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

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

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

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination

clauses and such section of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Department upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights of his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

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

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

the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five(5) years after such refusal and,

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

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

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

26. The relationship of the Contractor to the Department shall be that of independent contractor. The Contractor, in accordance with his status as an independent contractor, covenants

*Neighborhood Center of Utica
Day Care Center*

#18605
10/1/10-9/30/11

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

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

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

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

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

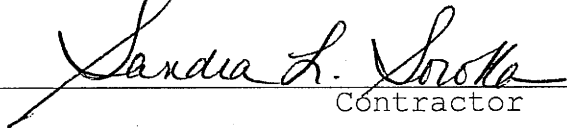
(3). No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

In Witness Whereof, the parties hereunto have signed this attachment and their Agreement for Purchase of Services to which this annenda is annexed and have affixed their signatures on the day and year appearing opposite thereto.

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

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

DATE: 8/24/10  Contractor

Sandra L. Soroka
Executive Director
Neighborhood Center, Inc.

TITLE

ATTACHMENT B

WHEREAS, the Department will reimburse the Contractor for transportation from day care to school and from school to day care under the following procedure:

1. At time of day care referral, interviewer must inquire as to the family's transportation needs:

- access to a vehicle,
- no access to a vehicle,
- number of children requiring day care services and their location,
- scheduled hours of employment / training vs. child's school hours (this information will indicate whether a need exists for transportation from day care to school and from school to day care should parent hours conflict with the child's schedule / example: parent work hours are 7:00 to 3:00 and child's school hours are 9:00 to 1:00),
- two parent household / review why other parent or caretaker unavailable to meet the child(ren)'s needs,
- extenuating circumstances, at the discretion of the DSS.

2. If a parent requests that a day care center provide transportation for their child, it is the responsibility of the day care center to notify the referral source of this request and receive approval for this additional cost.

3. All cases will be reviewed every 6 months, at time of recert, to reassess whether the need for transportation continues.

Payment Authorizations

WMS Authorization Form: If transportation is authorized, please note on this form (in the white block area above the POS lines) that transportation is approved.

PAYMENT: \$ 3.00 for 1 trip
\$ 6.00 for Round trip

Neighborhood Center of Utica
Day Care Center

18605
10/1/10-9/30/11

APPENDIX

Day Care Sites:

1. Neighborhood Center
615-616 Mary Street
Utica, New York 13501
(Children 3 years - 14 years)
2. Neighborhood Center, Bright Beginnings
612 Elizabeth Street
Utica, New York 13501
(Children 6 weeks - 3 years)
3. Neighborhood Center
628 Mary Street
Utica, New York 13501
(Children 3 years - 5 years)
4. Neighborhood Center
195-199 W. Dominick Street
Rome, New York 13440
(Children 3 years - 8 years)

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

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

1. LOBBYING

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

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

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

Sandra L. Soroka

Executive Director

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)
Neighborhood Center, Inc.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Sandra L. Soroka

SIGNATURE

8/24/10

DATE

Neighborhood Center of Utica
Day Care Center

18605
10/1/10-9/30/11

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

2010 SEP 10 AM 2:42
ONEIDA COUNTY LIBRARY

September 2, 2010

FN 20 10 - 322

HUMAN RESOURCES

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

WAYS & MEANS

Dear Mr. Picente:

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

The Department has contracted with Cornell Cooperative Extension for Nutritional Education Services for Food Stamp Recipients since 1996. The food stamp recipients have been taught food buying, food preparation, food safety, food sanitation and food budget education.

The program is 100% funded by the U.S. Department of Agriculture with an in-kind match from Cornell Cooperative Extension of \$155,912.00. The cost of this contract from October 1, 2010 through September 30, 2011 is \$155,912.00, completely reimbursed by the U.S. Department of Agriculture. **There will be no county funds utilized to support this effort.**

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 9/10/10

LAS/tms
attachment

8/31/10
11006

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Cornell Cooperative Extension
121 Second Street
Oriskany, New York 13424

Title of Activity or Services: Nutrition Education

Proposed Dates of Operations: 10/1/2010 - 9/30/2011

Client Population/Number to be Served:

Food Stamp participants, with a focus on individuals or families that are also enrolled in the Transitional Opportunities Program (TOP).

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Provide the following Services.

The types of interventions:

- Home Visits
- Food Preparation/Demonstrations
- Group Lesson/Workshops
- Unstructured Groups
- Health Fairs

2). Program/Service Objectives and Outcomes -

Provide financial management and nutrition education (food buying, food preparation, food safety and sanitation) to families enrolled in the Transitional Opportunities Program or families/individuals who are eligible for/or is in receipt of Food Stamps

Program Goals:

- 130 Food Stamp/TOP recipients will be enrolled in the Food Stamp/TOP Nutrition Education Program.
- Food Stamp/TOP recipients will demonstrate increased knowledge in food buying, food preparation, and food safety and sanitation.
- Food Stamp/TOP recipients will manage their resources more efficiently by

- improving their financial management skills.
- Food Stamp/TOP recipients will learn effective parenting skills through an understanding of the “feeding relationship”.
- Recipients will learn basic dietary guidelines in accordance with USDA recommendations for adults and children. This will include appropriate portion sizes, the importance of all food groups as part of a healthy lifestyle to reduce their risk of future health problems, and development of obesity and chronic disease.

3). Program Design and Staffing Level

2 Full-time Nutrition Educator
 1 Part-time Nutrition Educator
 1 Full-time Sr. Resource Educator

Total Funding Requested: \$155,912 Cornell Cooperative Extension is providing an in-kind match of \$155,912 which allows them to receive matching funds of \$155,912 from the U.S. Department of Agriculture for the program. There is no local cost nor is there a local in-kind match required of Oneida County.

Oneida County Dept. Funding Recommendation: Account #A6010.49534

Mandated or Non-Mandated: Non-Mandated

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

Federal	100%	\$155,912
State	0%	\$ 0
County	0%	\$ 0

Cost Per Client Served:

Past Performance Served: During 2008-2009, The Eat Smart New York Program staff provided health and nutrition lessons a total of 1,599 hours (nutrition, food safety, food budgeting, label reading) and had 251 individuals graduate from the program.

O.C. Department Staff Comments: The Department has contracted with Cornell Cooperative Extension since 1996. The contract amount from October 1, 2009 through September 30, 2010 was \$145,029. There is no local cost to support this program.

AGREEMENT

THIS AGREEMENT, made and entered in to by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter called Department), and the Cornell Cooperative Extension, 121 Second Street, Oriskany, New York 13424 (hereinafter called Contractor).

WHEREAS, the Department has a need to provide financial management and nutrition education (food buying, food preparation, food safety, sanitation) to families enrolled in the Transitional Opportunities Program or families/individuals who are eligible for/or in receipt of food stamps.

The Contractor agrees to provide 2 full-time and 1 part-time Nutrition Educators, and 1 full-time Sr. Resource Educator for families or individuals in receipt of/or eligible for food stamps with a focus on those individuals or families that are also enrolled in the Transitional Opportunities Program.

Program goals are as follows:

- 1). 130 Food Stamp/TOP recipients will be enrolled in the Food Stamp/TOP Nutrition Education Program during FY2011.
- 2). Food Stamp/TOP recipients will demonstrate increased knowledge in food buying, food preparation, and food safety and sanitation.
- 3). Food Stamp/TOP recipients will manage their resources more efficiently by improving their financial management skills.
- 4). Food Stamp/TOP recipients will learn effective parenting skills through an understanding of the "feeding relationship."

WHEREAS, the Contractor has knowledge and expertise to develop and operate an education program which will help participants gain knowledge and develop skills which will enable them to better use limited resources as they relate to food and nutrition.

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

NOW, THEREFORE it is mutually agreed between the Contractor and the Department as follows:

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

The Contractor agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal Regulations found in the Federal Code of Regulation.

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

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

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

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

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and

Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures in written or electronic form that are reasonably designed, taking into consideration the size of and the type of activities undertaken by the Contractor to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This Agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR §164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which

- the Contractor becomes aware;
4. Ensure that any agents, including a sub-contractor to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR §164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
8. §164.528;
9. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR §164.504(e)(2)(ii); and
10. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of the Department that the Contractor still maintains in any form, and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance; or
3. There is a material change in the business practices and procedures of the Department.

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

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any sub-contractors. 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 sub-contractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor will provide the Department with Quarterly Contract Reports and a final report which will provide data regarding utilization and effectiveness of the program.

The term of this Agreement shall be from October 01, 2010 through September 30, 2011.

The Department agrees to pay the Contractor upon submission of a monthly County Voucher with such fiscal backup data sheets and any programmatic statistics as required by the County and/or State. Total cost of service provided not to exceed \$155,912.00, as per the attached budget.

It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be an employee to the Department or the County of Oneida.

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

This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

This Agreement can be terminated with a 30 day written notice by either party.

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

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

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

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

Date: _____

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

Approved as to Form _____
Oneida County Attorney

Date: _____

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

Date: 8/20/10

Agency: Cornell Cooperative Extension

Authorized Signature: [Signature]

Print Authorized Name: Ronald A. Buncie

Title: Executive Director

BUDGET

10/01/2010 - 9/30/2011

<u>Object of Expense</u>	<u>Federal Funds</u>
Personnel Expense:	
Personnel	\$ 121,839.00
Fringe	<u>0.00</u>
Total Personnel:	\$ 121,839.00
Non-Personnel Expense:	
Contractual & Agreements	7,722.00
Non-Capital:	
Equipment/Supplies	2,802.00
Materials	9,596.00
Travel/Training	<u>13,953.00</u>
Total Non-Personnel & Capital:	\$ 34,073.00
Administrative:	
Support Staff	0.00
Building Space/Maintenance	0.00
Insurance/Lease/Rental/Audit	0.00
Equipment & Capital Expense	0.00
Indirect	0.00
Total Administrative	<u>\$ 0.00</u>
PROJECT TOTAL	\$ 155,912.00

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

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

1. LOBBYING

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in
Cornell Cooperative Extension # 11006
Nutrition Education 10/01/10-9/30/11

connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

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

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

Cornell Cooperative Extension
 NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Donald W. Bunch Executive Director
 PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature] 8/20/11
 SIGNATURE DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

September 2, 2010

FN 20 10-323

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

HUMAN RESOURCES
WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 SEP 10 AM 2:30

Dear Mr. Picente:

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

This is a request to renew the Purchase of Services Agreement for United Cerebral Palsy Center Day Care, 1020 Mary Street, Utica, New York, whom we have contracted with since 1992. This Center provides safe day care services at six (6) sites for children ages 6 weeks to 12 years. The Department pays for the care of children while eligible families participate in training and/or employment.

The term of the Agreement is December 1, 2010 through November 30, 2011. The rates for Day Care are the "Market Rates" determined by the New York State Office of Children and Family Services.

The total paid to the United Cerebral Palsy Center for day care services from August 1, 2009 through July 31, 2010 was \$164,214, with a local share of 4% or \$6,568.56.

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 9/10/10

8/1/10
23102

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

United Cerebral Palsy Center
1020 Mary Street
Utica, New York 13501

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: 12/1/2010 - 11/30/2011

Client Population/Number to be Served: Licensed for a total of 423 children ages 6 weeks to 12 years.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services are located at:

New Discoveries Day Care Center
1601 Armory Drive
Utica, New York 13501

New Discoveries Day Care Center
Rainbow Day Care Center
10708 N. Gage Road
Barneveld, New York 13304

New Discoveries Day Care Center
326 Catherine Street
Utica, New York 13501

New Discoveries Day Care Center
130 Brookley Road
Rome, New York 13441

New Discoveries Day Care Center
75 Chenango Avenue
Clinton, New York 13323

New Discoveries Day Care Center
3390 Brooks Lane
Chadwicks, New York 13319

2). Program/Service Objectives and Outcomes

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

3). Program Design and Staffing Level

Total Funding Requested: New York State Market Rates.

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

Mandated or Non-Mandated: Mandated Service

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

Federal	80.0 %	\$ 131,371.20
State	16.0 %	\$ 26,274.24
County	4.0 %	\$ 6,568.56

Cost Per Client Served: Paid a total of \$164,214 for the period August 1, 2009 through July 31, 2010. The United Cerebral Palsy Center provided service to approximately 50 families during this time period.

Past Performance Served: The Department has held an agreement with United Cerebral Palsy since 1992.

O.C. Department Staff Comments: The Department contracts with a number of providers to ensure the availability of services and has been satisfied with this provider's service.

CONTRACT IDENTIFICATION

AGREEMENT	DISTRICT CODE	DATE MO. YR.	CONTRACT NUMBER	FED. PART.
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DAY CARE SERVICES

Agreement made this 1st day of DECEMBER 2010, by and between the Oneida County Department of Social Services, located at 800 Park Avenue, Utica, NY hereinafter called the Department and UNITED CEREBRAL PALSY NEW DISCOVERIES, located at 1020 MARY STREET UTICA, NEW YORK 13501 hereinafter called the Contractor.

WITNESSETH:

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

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

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

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

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

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

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

United Cerebral Palsy New Discoveries
Day Care Services

23102
12/1/10-11/30/11

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

Objectives

(a) To provide quality day care to children between 6 weeks and 14 years of age for a portion of the day and less than 24 hours, outside their home in accordance with State and Federal standards for day care.

Location of Services

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

Unit of Service

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

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

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

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

4. Performance under this agreement shall commence on DECEMBER 1, 2010 and shall terminate on NOVEMBER 30, 2011 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

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

Department will not be responsible for any fee and all

clients supplemented by Social Services funds will not be required to pay a registration fee.

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

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

DATE: _____ . BY: _____
Anthony J. Picente Jr., Oneida County Executive

DATE: _____ BY: _____
Lucille A. Soldato, Commissioner
Oneida County Department of Social Services

DATE: 8/25/10 BY: _____

Contractor

Louis B. Tehan, President & CEO
Title

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made on the 1st day of DECEMBER 2010, By and Between the Oneida County Department of Social Services, located at County Office Building, 800 Park Avenue, Utica, New York, hereinafter called the Department and UNITED CEREBRAL PALSY NEW DISCOVERIES, located at 1020 MARY STREET, UTICA, NEW YORK 13501 hereinafter called the Contractor do hereby agree that this Attachment A is part and parcel of aforesaid agreement and do further covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Contractor agrees to maintain program records required by

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

12. The Contractor agrees to retain all books, records and other documents relevant to this agreement for five years after final payment, Federal and/or State auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

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

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

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

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

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

18. The parties agrees to renegotiate this agreement in the event that the Department of Health, Education and Welfare or the New York State Department of Social Services issue new or revised

requirements on the Department as a condition for receiving continued Federal or State reimbursement.

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

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

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

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

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

a. deny an individual any services or other benefits provided under the program;

b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;

c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;

d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;

e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;

f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him an opportunity to do so which is different from

that afforded others under the program.

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

a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

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

d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal

employment opportunities without discrimination because of age, race, creed, sex, color or national origin.

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

f. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

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

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

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

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

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

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

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

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

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

a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five(5) years after such refusal and,

b. This agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen

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

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

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

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

27. The relationship of the Contractor to the Department shall be that of independent contractor. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be,

an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation coverage, or retirement membership or credits.

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

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

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

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

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

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

In Witness Thereof, the parties hereunto have signed this attachment and their Agreement for Purchase of Services to which this addenda, is annexed and have affixed their signatures on the day and year appearing opposite thereto.

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: 8/25/10

Agency: United Cerebral Palsy New Discoveries

Authorized Signature: _____

Print Authorized Name: Louis B. Tehan

Title: President + CEO

UNITED CEREBRAL PALSY (6) SITES
DAY CARE

NEW DISCOVERIES DAY CARE CENTER
1601 ARMORY DR.
UTICA, NEW YORK 13501

NEW DISCOVERIES DAY CARE CENTER
RAINBOW DAY CARE CENTER
10708 N. GAGE ROAD
BARNEVELD, NEW YORK 13304

NEW DISCOVERIES DAY CARE CENTER
326 CATHERINE STREET
UTICA, NEW YORK 13501

NEW DISCOVERIES DAY CARE CENTER
130 BROOKLEY ROAD
ROME, NEW YORK 13441

NEW DISCOVERIES DAY CARE CENTER
75 CHENANGO AVENUE
CLINTON, NEW YORK 13323

NEW DISCOVERIES DAY CARE CENTER
3390 BROOKS LANE
CHADWICKS, NEW YORK 13319

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

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

1. LOBBYING

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in
United Cerebral Palsy New Discoveries # 23102
Day Care Services 12/1/10-11/30/11

connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

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

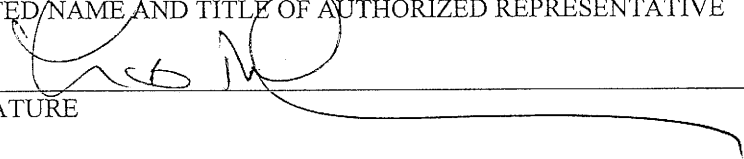
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Louis B. Tehan, President + CEO

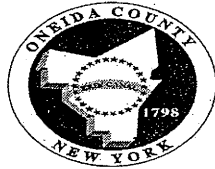
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

2010 SEP 10 11:23:32
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

September 2, 2010

FN 20 10 - 324

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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

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

This is a request to renew our Agreement for Private Duty Nursing provided by Sibley Nursing Personnel Service, Inc., 1655 Elmwood Avenue, Suite 100, Rochester, New York 14620. Private Duty Nursing Services are a vital deterrent to the placement of eligible Medicaid clients in nursing home care. These services enable people to remain at home, maintaining a lower cost of care.

The Agreement will run for one year from November 1, 2010 through October 31, 2011. The Department of Social Services has renewed this contract yearly since 2001. The nursing rates range from \$21.63 to \$28.84 and vary according to level of care; rates are approved by New York State. The service cost \$375,325 from July 1, 2009 through June 30, 2010 with a local share of 10% or \$37,532.50.

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 9/10/10

LAS/tms -
attachment

9/1/10
26901

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Sibley Nursing Personnel Service, Inc.
1655 Elmwood Ave, Ste. 100
Rochester, New York 14620-3426

Local Office: 17 Rhoads Drive
Utica, New York 13502

Title of Activity or Services: Private Duty Nursing

Proposed Dates of Operations: November 1, 2010 – October 31, 2011

Client Population/Number to be Served: Physically or Mentally Disabled Medicaid Recipients

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Private Duty Nursing Services prior approval by Office of Continuing Care/Office for the Aging.

2). Program/Service Objectives and Outcomes

To provide Private Duty Nursing Services to eligible Medicaid recipients to enable them to remain at home or delay or prevent entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 25.75 per hour RN
\$ 28.84 per hour RN Hi-Tech
\$ 24.72 per hour LPN Hi-Tech
\$ 21.63 per hour LPN

Oneida County Dept. Funding Recommendation: Same as above -Rates approved by New York State. Account #: A6102.495.

Mandated or Non-Mandated: The service is mandated.

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

Federal	62 %	-	\$ 232,701.50
State	28 %	-	\$ 105,091.00
County	10 %	-	\$ 37,532.50

Cost Per Client Served: Rates approved by New York State & vary according to level of care:

Past performance Served: The Department has contracted with this provider for this service since 2001. The total cost of this service was \$375,325 from July 1, 2009 through June 30, 2010 with a local share of \$37,532.50.

O.C. Department Staff Comments: The Department contracts with many agencies for Private Duty Nursing to ensure availability when needed. The Department is satisfied with the provider's services.

APPENDIX I

AGREEMENT BETWEEN ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
AND A CONTRACTING AGENCY FOR PRIVATE DUTY NURSING SERVICES
(PURSUANT TO TITLE II OF ARTICLE 5 OF THE NEW YORK STATE
SOCIAL SERVICES LAW AND TITLE XIX OF THE UNITED STATES SOCIAL
SECURITY ACT)

FOR TITLE XIX SERVICES ONLY

AN AGREEMENT

BETWEEN: ONEIDA COUNTY DEPARTMENT of SOCIAL SERVICES
(LOCAL DSS DISTRICT)

AND: SIBLEY NURSING PERSONNEL SERVICE, INC.
(PROVIDER) (PRIVATE DUTY NURSING)

WHEREAS, local Social Services Districts are authorized pursuant to Section 35a (2)(d) of the New York Department of Health Law and New York State Department of Health Regulations 18 NYCRR 505.8, and/or other Department regulations to provide Private Duty Nursing Services to persons eligible to receive paid services; and

WHEREAS, the district is desirous of obtaining Private Duty Nursing Services to be rendered to recipients of medical assistance for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable State Law; and

WHEREAS, the Contractor(s) herein represent(s) that he, she it, or they will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable State Law, and which are eligible for reimbursement thereto,

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

1. The relationship of the providers to the Department shall be that of independent contractor. The Provider, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as nor claim to be an officer or employee of the Department by reason thereof, and that he will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including but not limited to Workman's Compensation coverage, or retirement membership or credits.
2. The Contractor(s) agree(s) to provide Private Duty Nursing Services, as defined in New York State Department of Health Regulation 18 NYCRR 505.8, to recipients of medical assistance (Medicaid), as defined in Title II of Article 5 of the New York State Department of Health Law, and/or prescription(s) or a physician in accordance with a plan of treatment to be supervised by the New York State Department of Health (18 NYCRR 505.8 or superseding provisions).
3. The Private Duty Nursing Services will be rendered as authorized by the district at the locations specified by the district during the term of this Agreement and should be provided for particular recipients only as long as authorized, pursuant to the district's direction as to frequency, type, and amount.
4. The district shall not be obligated to utilize the services of the Contractor(s) and the district or the New York State Department of Health shall in its discretion be authorized to terminate any agreement or request for services to be rendered to any or all recipient(s) upon notification to the contractor(s), its agent(s) or employee(s); the cessation of services to a particular recipient shall not render this entire agreement void or voidable. In the event of termination, the provider shall promptly transfer any and all records pertaining to the Contractor to the local district or to any subsequent provider designated by the local district.

5. This Agreement shall be valid and binding for the time period set forth below, except that if the time period set forth continues beyond the time from the effective date of this Agreement, the Agreement shall be voidable any time after the end of one year. It is the option of the local Social Services District and/or the New York State Department of Health to renew or extend the terms of this contract.

6. The district shall reimburse the Contractor(s) at the rate(s) set forth below, except that if the rates to be paid by the district are decreased, the unilateral direction of the State and/or Federal supervising authority and the Contractor is so notified, any services rendered by the Contractor(s), its agent(s) or employees shall be reimbursed at a decreased rate unless a higher rate is specifically approved for Contractor by the district and the supervising authority, the Contractor shall not be required without its (their) consent to provide after notification of a decreased rate, but any services provided after notification of a decreased rate shall be deemed to have been rendered consent.

7. The Contractor(s) agree(s) that its employees or agents rendering Private Duty Nursing Services shall be subject to the supervision of the district, and/or the New York State Department of Health, and/or any nurse or agency(ies) designated by the district to provide supervision of the Private Duty Nursing Services being rendered to the authorized recipient medical assistance (Medicaid) in accordance with state-established policies and standards. It is understood and agreed that the district and/or the New York State Department of Health retains the right to maintain a continued case management for any recipients of medical assistance (Medicaid), and that all the activities of the provider contract(s) shall be subject the monitoring of the local State Social Services Departments.

8. The Contractor(s) agree(s) that all employees rendering Private Duty Nursing Services or other services to medical assistance recipients must have current valid licenses and/or registrations.

9. The Contractor(s) will cooperate and participate as directed by the local district of the New York State Department of Health, in any endeavors incident to the rendering of Private Duty Nursing Services herein including, but not limited to, testimony for fair hearings for recipient grievance hearings and notices thereof to recipients, reports, survey studies, audits, court or judicial proceedings, and any other matters procedures relating to the furnishing of Private Duty Nursing Services to the Contractor.

10. The Contractor(s) shall make all necessary and/or required employer payroll reports, deductions, tax, insurance or other payments including, but not limited to, providing for workmen's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes, and comply with any other legal or customary requirements, the contractors shall conduct their affairs in a manner such that the local district and/or the New York State Department of Health will not be held liable (and/or shall be held harmless) for any actions or omissions of the Contractor, its employees, agents, or other representatives.

11. The Contractor(s) shall obtain and maintain in full force and effect liability or other insurance that protects the local district and/or the New York State Department of Health from any potential contractor, such coverage may be an endorsement to an existing policy of the contractor(s). Regardless of form or manner of coverage, the insurer shall be requested by the contractor(s) to provide the local district with a written acknowledgement of coverage, the terms and conditions thereof, and commitment to notify the district at least ten (10) days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

12. The Contractor(s) agree(s) to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the provider. The provider agrees to collect statistical data of a fiscal nature on a regular basis, and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department and duly authorized by the State Department of Health.

13. The provider agrees to maintain program and statistical records, and to produce program narrative and statistical data at times as prescribed by and on forms furnished by the local district as duly authorized by the State Department of Health.

14. The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the district shall have full access to and the right to examine any of said materials during said period.

15. The district and the Contractor(s) shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or disclose information, except examination of records by the district and/or the New York State Department of Health as may be necessary to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the district's requirements and obligations under law will be allowed.

16. The Contractor(s) agree(s) that it has notified or will notify the district and/or the New York State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreement contracts for services, or any other type of formal or informal arrangements whereby the costs and/or the amounts received in reimbursements of services rendered to recipients are shared among or transferred between the provider and any other entity(ies), if the provider makes any disbursement directly or indirectly to an entity receiving reimbursement from any government agency, the district and/or the New York State Department of Health shall so be notified. It is understood by the parties to this Agreement that the purpose of this clause is the discovery of any

plan to regulate the provision and cost of services in circumvention of the rate-setting and reimbursement procedures of New York State and/or other government agencies.

17. (a) The terms set forth in Appendix A appended hereto (revision of 1982 shall be made a part hereof, and shall be incorporated herein.
- (b) The Contractor agrees to comply with the requirements of the United States Civil Rights Act of 1964 as amended, and Executive Order No. 11246 entitled: Equal Employment Opportunities, and the requisition issued pursuant thereto as contained in 41 CFR Part 60, and/or any other Federal or State regulation or laws.
- (c) Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any sub-contractors. 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 sub-contractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
- (d) The Contractor agrees to observe and comply with the Federal regulation contained in 45 CFR 84 entitled, "Non-discrimination on the Basis of Handicap: Programs and Activities Receiving or Benefiting from Federal Financial from Federal Financial Assistance.
- (e) The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures in written or electronic form that are reasonably designed, taking into consideration the size of and the type of activities undertaken by the Contractor, to comply with the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically;
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain

protected health information of the Department's clients;

This Agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR §164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a sub-contractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the Department, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR §164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of the Department, available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR §164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of the Department, that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance; or
3. There is a material change in the business practices and procedures of the Department.

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

(f) The 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."

18. Local variations, if any, shall be set forth in an Appendix B, appended hereto, and shall be effective only if the terms and form of such variations have been approved in writing by the New York State Department of Social Services and reference to such approval is indicated thereon; if the terms of any such local variations conflict with the meaning of the terms in the main body of this Contract, the words and meaning in the main body shall be controlling to the exclusion of the local variations, unless a separate executed agreement between the State Department of Social Services and the local district deliberately changes said effect and a copy of said agreement is appended hereto.

19. The terms of reimbursement for medical assistance services (pursuant to Title XIX of the Federal Social Security Act) shall be effective only if said rates are approved by the New York State Budget Director. The terms of reimbursement shall be as follows:

Check either Box A or Box B.

A. (1) \$ _____ per hour day other _____ per recipient for which services is rendered and/or

(2) Other:

(3) Period of Effectiveness: From (date) November 01, 2010 till October 31, 2011 and may be renewed agreeable to each party and completed prior to the end of the term of this Agreement.

B. As set forth in Appendix B

Unless otherwise stated, the amount of reimbursement set forth shall be the total gross amount of payment before any set-offs, and no additional reimbursement to the provider will be made for any subsidiary or other service supplementary or in addition to the terms herein set forth.

20. The parties agree to re-negotiate this Agreement in the event that the Department of Health and Human Services issues new or revised requirements as a condition for receiving continued Federal or State reimbursement.

21. This Agreement may be amended whenever determined necessary by the District and Contractor(s) if such amendments are approved by the New York State Department of Health. All amendments must be in writing, duly signed by both parties, and be annexed to the Contract.

22. 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 the Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereunto have signed and executed this Agreement on the date(s) indicated opposite their respective signatures.

Date: _____

Oneida County Executive: _____

Anthony J. Picente, Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

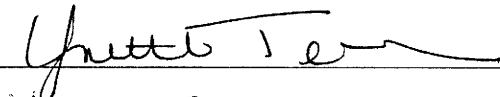
Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 8/24/10

Agency: Sibley Nursing Personnel Service, Inc.

Authorized Signature: 

Print Authorized Name: Yvette Tenan

Title: Vice President

Provider Number: 02689967

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, sub-contractor 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 re-determination and shall form a part of these contract documents.
 - d) The Labor Law provides that the contract may be 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 or sub-contractor 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, sub-contractor, 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.
 - (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 January 04, 1977, effective February 04, 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 sub-contract or purchase order in such a manner that such provisions will be binding upon each sub-contractor or vendor as to its workforce within the State of New York. The contractor will take such action in enforcing such provisions of such sub-contract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a sub-contractor 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 can not make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (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

NURSING RATES

RN	-	\$ 25.75
RN PREMIUM	-	\$ 28.84
LPN	-	\$ 21.63
LPN PREMIUM	-	\$ 24.72

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

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

1. LOBBYING

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in
Sibley Nursing Personnel Service, Inc. # 26901
Private Duty Nursing 11/01/10-10/31/11

connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

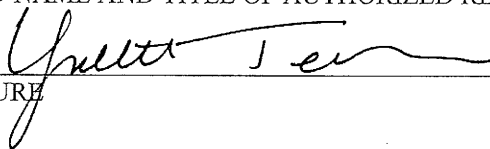
- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

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

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

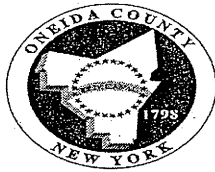
Sibley Nursing Personnel Service, Inc.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Yvette Tekan, Vice President
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

8/24/10
DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

September 2, 2010

FN 20 10-325

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

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 SEP 10 AM 2:41

Dear Mr. Picente:

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

Private Duty Nursing Services are a vital deterrent to the placement of eligible Medicaid clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Purchase of Services Agreement for private duty nursing services to be provided by Oxford Home Care Services, 131 Oxford Road, New Hartford, New York 13413. The contract term runs from October 1, 2010 through September 30, 2011 and the rates are approved by New York State. The cost of this contract from July 1, 2009 through June 30, 2010 was \$352,626 with a local cost of 10% or \$35,262.60.

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 9/10/10

LAS/tms
attachment

9/1/10
67401

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Oxford Home Care Services
131 Oxford Road
New Hartford, New York 13413

Title of Activity or Services: Private Duty Nursing

Proposed Dates of Operations: October 1, 2010 through September 30, 2011

Client Population/Number to be Served: Physically or Mentally Disabled Medicaid Recipients

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Private Duty Nursing Services prior approval by Oneida County Office for the Aging & Continuing Care

2). Program/Service Objectives and Outcomes

To provide Private Duty Nursing Services to eligible Medicaid recipients to enable them to remain at home or delay or prevent entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Mandated or Non-Mandated: Mandated Service

Total Funding Requested: \$ 25.00 per hour RN
\$ 21.00 per hour LPN
\$ 28.00 per hour RN Hi-Tech
\$ 23.00 per hour LPN Hi-Tech

Oneida County Dept. Funding Recommendation: Same as above -Rates approved by New York State. Account # A6102.495

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

Federal	62 %	-	\$ 218,628.12
State	28 %	-	\$ 98,735.28
County	10 %	-	\$ 35,262.60

Cost Per Client Served: Rates approved by New York State & vary according to level of care.

Past Performance Served: For the period July 1, 2009 through June 30, 2010 the County paid \$352,626 to Oxford Home Care Services.

O.C. Department Staff Comments: The County has had a contract with Oxford Home Care Services for Private Duty Nursing since 1996 and is satisfied with the agency. The Department contracts with a number of health care agencies to ensure the availability of services when needed.

APPENDIX I

AGREEMENT BETWEEN ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
AND A CONTRACTING AGENCY FOR PRIVATE DUTY NURSING SERVICES
(pursuant to title ii of article 5 OF THE NEW YORK STATE
SOCIAL SERVICES LAW AND TITLE XIX OF THE UNITED STATES SOCIAL
SECURITY ACT.

FOR TITLE XIX SERVICES ONLY

AN AGREEMENT

BETWEEN: ONEIDA COUNTY DEPARTMENT of SOCIAL SERVICES
(LOCAL DSS DISTRICT)

AND: OXFORD HOME CARE SERVICES
(Provider) (PRIVATE DUTY NURSING)

WHEREAS, local Social Services Districts are authorized pursuant to Section 35a (2) (d) of the New York Social Services Law and New York State Department of Social Services Regulations 18 NYCRR 505.8 and/or other Department regulations to provide Private Duty Nursing Services to persons eligible to receive paid services; and

WHEREAS, the district is desirous of obtaining Private Duty Nursing Services to be rendered to recipients of medical assistance for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable State Law; and

WHEREAS, the Contractor(s) herein represent(s) that he, she, or they will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable State Law, and which are eligible for reimbursement thereto,

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

1. The relationship of the providers to the Department shall be that of independent contractor. The Provider, in accordance with his status as an independent contractor covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as nor claim to be an officer or employee of the Department by reason thereof, and that he will not be reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to Workman's Compensation coverage, or retirement membership or credits.
2. The contractor(s) agree(s) to provide Private Duty Nursing Services, as defined in New York State Department of Social Services Regulation 18 NYCRR 505.8 to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services Law and/or prescription(s) or a physician in accordance with a plan of treatment to be supervised by the New York State Department of Social Services (18 NYCRR 505.8 or superseding provisions).
3. The Private Duty Nursing Services will be rendered as authorized by the district at the locations specified by the district during the term of this agreement, and should be provided for particular recipients only as long as authorized, pursuant to the district's direction as to frequency, type, and amount.
4. The district shall not be obligated to utilize the services of the contractor(s), and the district or the New York State Department of Health shall in its discretion be authorized to

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terminate any agreement or request for services to be rendered to any or all recipient(s) upon notification to the contractor(s), its agent(s) or employee(s); the cessation of services to a particular recipient shall not render this entire agreement void or voidable. In the event of termination, the provider shall promptly transfer any and all records pertaining to the Contractor to the local district or to any subsequent provider designated by the local district.

5. This agreement shall be valid and binding for the time period set forth below except that if the time period set forth continues beyond the time from the effective date of this agreement, the agreement shall be voidable any time after the end of one year. It is the option of the local Social Services District and/or the New York State Department of Health to renew or extend the terms of this contract.

6. The district shall reimburse the contractor(s) at the rate(s) set forth below, except that if the rates to be paid by the district are decreased the unilateral direction of the State and/or Federal supervising authority and the contractor is so notified, any services rendered by the contractor(s), its agent(s) or employees shall be reimbursed at a decreased rate unless a higher rate is specifically approved for contractor by the district and the supervising authority, the contractor shall not be required without its (their) consent to provide after notification of a decrease rate, but any services provided after notification of a decreased rate shall be deemed to have been rendered consent.

7. The contractor(s) agree(s) that its employees or agents rendering Private Duty Nursing Services shall be subject to the supervision of the district and/or the New York State Department of Health and/or any nurse or agency(ies) designated by the district to provide supervision of the Private Duty Nursing Services being rendered to the authorized recipient medical assistance (Medicaid) in accordance with state-established policies and standards. It is understood and agreed that the district and/or the New York State Department of Health retains the right to maintain a continued case management for any recipients of medical assistance (Medicaid) and that all the activities of the provider contract(s) shall be subject the monitoring of the local State Social Services Departments.

8. The contractor(s) agree(s) that all employees rendering Private Duty Nursing Services or other services to medical assistance recipients must have current valid licenses and/or registrations.

9. The contractor(s) will cooperate and participate as directed by the local district of the New York State Department of Health, is

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an endeavors incident to the rendering of Private Duty Nursing Services herein including, but not limited to, testimony for fair hearings for recipient grievance hearings and notices thereof to recipients, reports, survey studies, audits, court or judicial proceedings, and any other matters procedures relating to the furnishing of Private Duty Nursing Services to the contractor.

10. The contractor(s) shall make all necessary and/or required employer payroll reports, deductions, tax, insurance or other payments, including, but not limited to, providing for workmen's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes, and comply with any other legal or customary requirements, the contractors shall conduct their affairs in a manner such that the local district and/or the New York State Department of Social Services will not be held liable (and/or shall be held harmless) for any actions or omissions of the contractor, its employees, agents, or other representatives.

11. The contractor(s) shall obtain and maintain in full force and effect liability or other insurance that protects the local district and/or the New York State Department of Health from any potential contractor, such coverage may be an endorsement to an existing policy of the contractor(s). Regardless of form or manner of coverage, the insurer shall be requested by the contractor(s) to provide the local district with a written acknowledgement of coverage, the terms and conditions thereof, and commitment to notify the district at least ten (10) days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

12. The contractor(s) agree(s) to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by the Department as well as by Federal personnel when Federal funds are being utilized in making payments to the provider. The provider agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department and duly authorized by the State Department of Social Services.

13. The provider agrees to maintain program and statistical records and to produce program narrative and statistical data at times as prescribed by and on forms furnished by the local

district as duly authorized by the State Department of Social Services.

14. The contractor agrees to retain all books, records, and other documents relevant to this agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the district shall have full access to and the right to examine any of said materials during said period.

15. The district and the contractor(s) shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or disclose information, except examination of records by the district and/or the New York State Department of Social Services as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the district's requirements and obligations under law will be allowed.

16. The contractor(s) agree(s) that it has notified or will notify, the district and/or the New York State Department of Social services of any affiliated entities with which it has direct or indirect cooperative agreement contracts for services, or any other type of formal or informal arrangements whereby the costs/and/or the amounts received in reimbursements of services rendered to recipients are shared among or transferred between the provider and any other entity(ies), if the provider makes any disbursement directly or indirectly to and entity receiving reimbursement from any government agency, the district and/or the New York State Department of Social Services shall so be notified. It is understood by the parties to this agreement that the purpose of this clause is the discovery of any plan to regulate the provision and cost of services in circumvention of the rate-setting and reimbursement procedures of New York State and/or other government agencies.

17. (a). The terms set forth in Appendix A appended hereto (revision of 1982 shall be made a part hereof, and shall be incorporated herein.

(b). The contractor agrees to comply with the requirements of the United States Civil Rights Act of 1964, as amended and Executive Order No. 11246 entitled: Equal Employment Opportunities and the requisition issued pursuant thereto as contained in 41 CFR Part 60 and/or any other Federal or State regulation or laws.

(c). Contractor agrees to observe and comply with the Federal regulation contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap: Programs and Activities Receiving or Benefiting from Federal Financial from Federal Financial

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10/1/10-9/30/11

18. Local variations, if any, shall be set forth in an Appendix B, appended hereto, and shall be effective only if the terms and form of such variations have been approved in writing by the New York State Department of Social Services and reference to such approval is indicated thereon; if the terms of any such local variations conflict with the meaning of the terms in the main body of this Contract, the words and meaning in the main body shall be controlling to the exclusion of the local variations, unless a separate executed agreement between the State Department of Social Services and the local district deliberately changes said effect and a copy of said agreement is appended hereto.

19. This contractual arrangement shall not diminish the provider's agency's responsibility for maintaining adequacy of services provided by the agency. As required in 10 NYCRR 766.10 (d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and Local statutes, rules and regulations; b) ensuring the quality of all services provided by the agency; and c) ensuring adherence by the agency staff to the plan of care established for patients.

20. The terms of reimbursement for medical assistance services (pursuant to Title XIX of the Federal Social Security Act) shall be effective only if said rates are approved by the New York State Budget Director. The terms of reimbursement shall be as follows:

Check either Box A or Box B.

() A. (1) \$ _____ per () hour () day (X) other
per recipient for which services is rendered and/or
(2) Other:
(3) Period of Effectiveness: From (date) 10/1/2010-9/30/2011
and maybe renewed agreeable to each party, and completed prior to
the end of the term of this agreement.

(X) B. As set forth in Appendix B

Unless otherwise stated, the amount of reimbursement set forth shall be the total gross amount of payment before any set-offs, and no additional reimbursement to the provider will be made for any subsidiary or other service supplementary or in addition to the terms herein set forth.

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

Oxford Home Care Services
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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."

22. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information

of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible,

return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

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

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

24. The parties agree to renegotiate this agreement in the event that the Department of Health and Human Services issue new or revised requirements as a condition for receiving continued Federal or State reimbursement.

25. This agreement may be amended whenever determined necessary by the District and Contractor(s), if such amendments are approved by the New York State Department of Social Services. All amendments must be in writing, duly signed by both parties, and be annexed to

Oxford Home Care Services
Private Duty Nursing

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Page 10 of 17
the Contract.

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

IN WITNESS WHEREOF, the parties hereunto have signed and executed this agreement on the date(s) indicated opposite their respective signatures.

DATE: _____ BY _____
ANTHONY J. PICENTE JR., ONEIDA COUNTY EXECUTIVE

DATE: _____ BY _____
LUCILLE A. SOLDATO, COMMISSIONER
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

DATE: 8-25-2010 TITLE: Gayle Laurison, President
PROVIDER: Oxford Home Care Services

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 or 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 can not make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (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.

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

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

1. LOBBYING

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification;

Oxford Home Care Services
Private Duty Nursing

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10/1/10-9/30/11

- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

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

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

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

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

August 16, 2010

FN 20 10 - 326

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

PUBLIC HEALTH

Dear Mr. Picente:

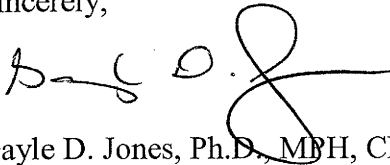
WAYS & MEANS

Attached are four (4) copies of an amendment between Oneida County through its Health Department and Health Research, Inc. (HRI).

The agreement between Oneida County and Health Research, Inc. provides tools to prepare and plan for bioterrorism, disasters and emergencies by working with local agencies, emergency personnel, hospitals, etc. By planning, training, identifying risk communications, participation in biohazard detection systems, Oneida County will be prepared in the event of an emergency or disaster. This amendment provides an extension to the agreement already in place from August 10, 2009 through August 9, 2010, to include 21 more days, end date August 30, 2010. No other changes are being made. This amendment is 100% State funded.

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

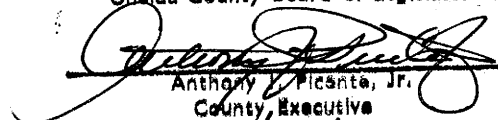
Sincerely,



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

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 9/10/10

ONEIDA COUNTY HEALTH DEPARTMENT
2010 SEP 10 10 2:19

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Administration

Contract Number: 001577-07

NAME AND ADDRESS OF VENDOR: Ki Whaley, Contract Administrator
Health Research Inc.
Riverview Center
150 Broadway, Suite 560
Menands, New York 12204

VENDOR CONTACT PERSON: Lisa Worden

SUMMARY STATEMENTS: This grant provides the tools to prepare and plan for bioterrorism, disasters and emergencies by working with local agencies, emergency personnel, hospitals, laboratories, etc., by planning, training, identifying risk communications, participation in biohazard detection system, hospital and health care facilities.

PREVIOUS CONTRACT YEAR: August 10, 2009 through August 9, 2010

TOTAL: \$100,000

THIS CONTRACT YEAR: August 9, 2010 through August 30, 2010

TOTAL: This Amendment Extends Contact for 21 Days. No Other Changes.

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

FUNDING SOURCE: A3481 Grant Award (Extension of Contract)

Less Revenues: _____	
State Funds: (Health Research, Inc.)	\$ -0-
County Dollars – Previous Grant	\$ N/A
County Dollars – This Grant	\$ -0-

For all phases of H1N1.

SIGNATURE: Gayle D. Jones, Ph.D., MPH, CHES

DATE: August 16, 2010

AMENDMENT #2

This Agreement, made this 12th day of Aug, 2010 by and between **HEALTH RESEARCH, INC.**, hereinafter referred to as "HRI," a domestic not-for-profit corporation, and **ONEIDA COUNTY DEPARTMENT OF HEALTH**, hereinafter referred to as "Contractor."

WHEREAS, heretofore on or about the 14th day of December, 2009, the parties hereto entered into a certain agreement regarding "Public Health Preparedness/Response for Bioterrorism", HRI Contract Number 1577-07, which was subsequently modified by Amendment #1 dated 03/30/10; and,

WHEREAS it is now desired to amend that provision of such contract designated as "Contract End Date".

NOW THEREFORE, it is mutually agreed by both parties that "Contract End Date" of Agreement HRI Contract Number 1577-07 for all phases of the H1N1 funds awarded for this Agreement will be **08/30/2010** and "Contract End Date" for Base or CRI funds awarded for this Agreement will be **08/09/2010**; and,

It is further agreed, by and between the parties hereto, that said Agreement in all portions thereof, as heretofore and herein amended, shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties hereto have agreed and executed this amendment.

HEALTH RESEARCH, INC.

ONEIDA COUNTY DEPARTMENT OF HEALTH


Michael J. Nazarko
Executive Director

Name: Anthony J. Picente, Jr.
Title: Oneida County Executive

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

August 30, 2010

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

FN 20 10-327

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 SEP 10 AM 2:29

Dear Mr. Picente:

Re: C026209

Attached are four (4) copies of a grant between Oneida County through its Health Department and the Office of Children and Family Services – Healthy Families New York (HFNY).

The program provides intensive home visitation services weekly until the child is at least six months old and periodically thereafter based on the needs of the family until the child is in school or Head Start. The desired outcomes of the HFNY Home Visiting Program are to promote positive parental skills and parent child interaction thereby preventing child abuse/neglect and reducing out of home placements. The program also promotes optimal prenatal care and child health development thereby reducing use of emergency room care, teen pregnancies, low birth weight babies and infant mortality. It also improves family initiative and responsibility thereby increasing self-sufficiency and reducing public assistance dependency.

The term of this grant shall become effective on July 1, 2010 and remain in effect through June 30, 2011 with reimbursement to Oneida County in the amount of \$585,710.

Please note: This grant is signed by you, as County Executive, electronically. However, the grant does require approval from the Board of Legislators. If you find this grant acceptable, please forward.

This grant is being submitted for approval after the commencement date due to delays in passing the New York State Budget.

Should you require additional information, please contact me.

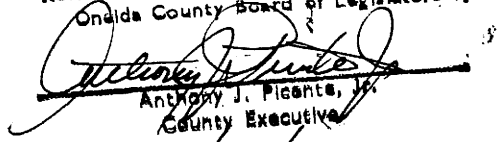
Sincerely,



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

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 9/10/10

CONTRACT SUMMARY SHEET – ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: The Office of Children and Family Services

NAME AND ADDRESS OF VENDOR: The Office of Children and Family Services
52 Washington Street
Rensselaer, New York 12144

CONTACT PERSON: Irene Willett, Director of Community Wellness

SUMMARY STATEMENTS: Healthy Families New York (HFNY) is a voluntary home visiting program for expectant parents and families with infants that promote optimal prenatal care and positive growth and development in order to improve maternal and child health and social outcomes for families at risk of abuse and neglect. The program provides intensive home visitation services weekly until the child is at least six months old and periodically thereafter based on the needs of the family until the child is in school or Head Start.

PREVIOUS CONTRACT YEAR: July 1, 2009 through June 30, 2010

TOTAL: \$781,520

THIS CONTRACT YEAR: July 1, 2010 through June 30, 2011

TOTAL: \$585,710

 NEW X RENEWAL AMENDMENT

<u>FUNDING SOURCE:</u> A3480	\$585,710
Less Revenues:	-0-
State Funds:	\$585,710
County Dollars – Previous Grant	-0-
County Dollars – This Grant	-0-

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

DATE: August 30, 2010

STATE AGENCY: Office of Children and Family Services 52 Washington Street Rensselaer, New York 12144	NYS COMPTROLLER'S C026209 ORIGINATING AGENCY CODE: 25000
CONTRACTOR: Oneida County 800 PARK AVENUE UTICA NY 13501-2981	TYPE OF PROGRAM (S): Home Visiting Services Healthy Families New York
CHARITIES REGISTRATION NUMBER: If EXEMPT provide Reason: <u>Governmental</u> Contractor <input type="checkbox"/> has / <input type="checkbox"/> has not timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	CONTRACT PERIOD: From: 07/01/2010 To: 06/30/2011
FEDERAL TAX IDENTIFICATION #:	
MUNICIPALITY NUMBER: 300100000-000	FUNDING AMT FOR PERIOD: 585,710.00
STATUS: Contractor <input type="checkbox"/> is / <input checked="" type="checkbox"/> is not a sectarian entity. Contractor <input checked="" type="checkbox"/> is / <input type="checkbox"/> is not a not-for-profit organization.	MULTI-YEAR TERM (if applicable): From: 07/01/2010 To: 06/30/2015

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

Revised 4/20/01

NYS Agreement

Appendix A Standard Clauses For NYS Contracts

APPENDIX A-1

Appendix A-2

Appendix B - Budget

APPENDIX C

Appendix D Application Cover Page Agreement - June 2010

Appendix D

Appendix X

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). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modification shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to the AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall 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 property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- 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 laws and regulations, or specified in Appendix A1.

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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the

Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities

without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of 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. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

**Standard Clauses for New York State
Office of Children and Family Services Contracts
APPENDIX A-1
Revised 2-2010**

1. PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel, which shall be as shown in the APPENDICES. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal and State laws and regulations.
- b. It is the policy of the Office to encourage the employment of qualified applicants for, or recipients of public assistance by both public organizations and private enterprises who are under contractual AGREEMENT to the Office for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Office, to the degree that such change is within the reasonable control of the Contractor.

2. NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - By certified or registered United States mail, return receipt requested;
 - By facsimile transmission;
 - By personal delivery;
 - By expedited delivery service; or
 - By e-mail.

Notices to the Office shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-Mail Address provided to the Contractor during contract development, or to such different Program Manager as the Office may from time-to-time designate.

Notices to the Contractor shall be addressed to the Contractor's designee as shown on the Cover Page in Appendix D, or to such different designee as the Contractor may from time-to-time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

3. OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the

APPENDICES.

- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined between the Contractor and the Office, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Office. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Office, unless the Office has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Office, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section.

4. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the APPENDICES. Any modifications to the tasks or workplan contained in Appendix D must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Office within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Office under the Federal Social Security Act.
- d. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against any county or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or any county or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during the pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
 - The contractor shall provide to the New York State Office of Children and Family Services in a format provided by the Office such additional information concerning the provision of legal services as the Office shall require.
- e. The Office will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project

reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- f. Except where the Office otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Office, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, (2) that nothing contained in the subcontract shall impair the rights of the Office under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Office, and (4) incorporating all provisions regarding the rights of the Office as set forth in Section 9 of this Appendix A-1 and in Appendix A-3, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Office for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor
- g. The contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Office, have all the necessary licenses, approvals and certifications currently required by the laws of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain the requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify Office.
- h. Prior to executing a subcontract agreement the Contractor agrees to provide to the Office the information the Office needs to determine whether a proposed Subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section 3 m. of this Appendix A-1.
- i. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Office forthwith and shall be subject to the direction of the Office as to the disposition of such revenue.
- j. Any interest accrued on funds paid to the Contractor by the Office shall be deemed to be the property of the Office and shall either be credited to the Office at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- k. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- l. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.

- Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
- m. By signing this contract, the contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to OCFS prior to entering into this contract. The actions that would potentially establish a basis for a finding by OCFS that the contractor is a non-responsible vendor include:
- The contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The contractor has had a claim, lien, fine, or penalty imposed or secured against the contractor by a governmental agency.
 - The contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the contractor.
 - The contractor has been issued a citation, notice, or violation order by a governmental agency finding the contractor to be in violation of any local, state or federal laws.
 - The contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
 - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
 - The contractor has engaged in any other actions of a similarly serious nature.

Where the contractor has disclosed any of the above to OCFS, OCFS may require as a condition precedent to entering into the contract that the contractor agree to such additional conditions as will be necessary to satisfy OCFS that the vendor is and will remain a responsible vendor. By signing this contract, the contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the contractor will promptly notify OCFS if the contractor engages in any actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor, as described above.

- n. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a.
- o. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the AGREEMENT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the AGREEMENT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of the Office of the State Comptroller.
- p. Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by OCFS and the results of such testing must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.

- q. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

5. REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Office and as necessary to meet State and Federal requirements.

6. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of 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 information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Employee Confidentiality Certification and Employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Employee Confidentiality Certification before any such employees and volunteers are permitted access to any client identifiable information concerning such youth.

7. PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Office, which results (1) shall acknowledge the support of the Office and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Office or the State of New York.
- b. The Office and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Office's right to such license.
- c. All of the license rights so reserved to the Office and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded.
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Office at no additional cost a copy of

any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Office, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

8. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Office. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

9. TERMINATION

- a. This AGREEMENT may be terminated by the Office upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Office agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT for the purposes set forth in this AGREEMENT, or if at any time during the term of this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter. Said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require a) the repayment to the Office of any monies previously paid to the Contractor, or b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of a) and b), at the Office's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Office terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Office to the Contractor.
- d. Should the Office determine that Federal or State funds are limited or become unavailable for any reason, the Office may reduce the total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Office agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Office shall follow this up immediately with written notice. The Office will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Office. For Legislative and other special purpose grants funded from a State Community Projects Fund (State Finance Law § 99-d) account, the state shall not be liable for payments under this agreement made pursuant to an appropriation to the account if

insufficient monies are available for transfer to the account, after any required transfers are made pursuant to State Finance Law § 99-d (3).

- e. The Contractor shall provide to the Office such information as is required by the Office in order that the Office may determine whether the Contractor is a responsible vendor for purposes of compliance with Section 163 of the State Finance Law and requirements of the Office of the State Comptroller established thereunder. If there is any change in any of the vendor responsibility information provided to the Office by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Office so that the Office may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Office of any change in the vendor responsibility information or should the Office otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.
- Upon determination that the Contractor is no longer a responsible vendor the Office may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the Contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contact. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require (a) the repayment to the Office of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b), at the Office's option.

10. CONTRACTOR COMPLIANCE

The Office shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on the Office's behalf. If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused the funds paid to the Contractor, the Contractor agrees to pay to the Office any costs associated with the review.

If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Office, the rights of the Office shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Office in transferring the operation of the contracted services to any other entity selected by the Office in a manner that will enable the Office or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Office from taking actions otherwise available to it under law including but not limited to the State's "Set-Off Rights" and "Records" provisions contained in Appendix A (Standard Clauses for all New York State Contracts).

The Contractor agrees to cooperate fully with any audit or investigation the Office or any agent of the Office may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the NYS Attorney General, State Comptroller, the Office, and any representatives specifically directed by the State Comptroller or the Office to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Office will return all such books, records and documents to the Contractor upon completing the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Office.

11. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, contractors may be placed on fiscal sanction when the Office identifies any of the following issues:

- The contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to OSCF within the established timeframe;
- An OCFS, Office of the State Comptroller, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this or another OCFS agreement;
- The contractor has not provided fiscal or program reports as required under the terms of this or another OCFS agreement;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the contractor;
- The contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical condition exist at a program site operated by the contractor and funded under an agreement with OCFS.

Once the contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General for collection or legal action.

12. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and Office procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and Office procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and Agreement pursuant to State Finance Law Sections 139-j and 139-k.

The Office reserves the right to terminate this contract if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the Office, the Office may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract. Nothing herein shall preclude or otherwise limit the Office's right to terminate this contact as set forth at Paragraph 8 of this Appendix A-1.

13. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the contractor must submit on or before May 15th of each year for the annual period ending March 31st, Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record. This form must report information for all employees who provided services under the contract whether employed by the contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:
<http://ocfs.state.nyenet/admin/Forms/Contracts/word2000/OCFS-4843%20State%20Consultant%20Services-Contractors%20Annual%20Employment%20Record.doc>

The contractor must submit a completed Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record, to each of the following addresses:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Alfred E. Smith Office Building
8th Floor Counsel's Office
Albany, New York 12239

14. ADDITIONAL ASSURANCES

- a. The Office and Contractor agree that Contractor is an independent contractor, and not an employee of the Office. The Contractor agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only the Office) injured by the negligent acts or omission of Contractor, its officers and/or employees or subcontractors. Furthermore, The Contractor agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this contract.
- b. The Contractor agrees that Modifications and/or Budget Revisions that do not effect any change in the amount of consideration to be paid, or change the term, will be in accordance with Appendix C.
- c. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an

appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an appropriate amount.

- d. Notwithstanding the provisions of Article 14 of this contract, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

15. RENEWAL NOTICE TO NOT-FOR-PROFIT CONTRACTORS

With respect to contracts that include a renewal option, if the Office does not provide notice to Contractor of its intent to not renew this contract by the date by which such notice is required by §179-t (1) of the State Finance Law, this contract shall be deemed continued until the date that the Office provides the notice required by §179-t (1), and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

Appendix A-2
Healthy Families New York- Home Visiting Program (HFNY)
Program Specific Requirements

Healthy Families New York (HFNY) is a voluntary home visiting program for expectant parents and families with infants that promote optimal prenatal care and positive growth and development in order to improve maternal and child health and social outcomes for families at risk of abuse and neglect. The program provides intensive home visitation services weekly until the child is at least six months old and periodically thereafter based on the needs of the family until the child is in school or Head Start.

The desired outcomes of the HFNY Home Visiting Program are to:

- Promote positive parental skills and parent child interaction, thereby preventing child abuse/neglect and reducing out of home placements;
- Promote optimal prenatal care and child health development; thereby reducing use of emergency room care, subsequent teen pregnancies, low birth weight babies and infant mortality; and
- Improve family initiative and responsibility, thereby increasing self-sufficiency and reducing public assistance dependency.

All Healthy Families New York Programs agree to the following program requirements:

- Compliance with the Healthy Families America Critical Elements for providing quality home visiting services and guidelines included in the Healthy Families New York Policy Manual;
- Provision of Home Visiting Services in a specified target area including universal screening in collaboration with relevant community service providers;
- Coordination with local health and social service departments; and other community service providers to support families in receiving needed services;
- Compliance with prescribed performance targets;
- Compliance with prescribed performance indicators;
- Participation in bi-monthly Program Manager Meetings;
- Participation in the home visiting data management system and ongoing evaluation conducted by OCFS with the Center for Human Services Research;
- Participation in all required core, wrap-around and advanced training;
- Agreement to be credentialed by Healthy Families America.

Additionally, all contractors with subcontracts will provide oversight that minimally includes review of all fiscal reports and claims on a monthly basis. On-site reviews will be conducted as needed. The contractor will identify the person(s) responsible for this oversight. The subcontract agreement will include this requirement and will also include as applicable information regarding referrals of participants and respective responsibilities of the contractor and subcontract agencies.

A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

Ensures that all aspects of service delivery to families is implemented and executed according to the HFNY home visiting model. The objectives are achieved through a combination of on-site and off-site duties, including direct service, crisis intervention, participating in family/community events or support groups. We are defining management and supervision of direct line staff and costs associated with them as programmatic expenses.

2. Title:

Enter Role/Responsibility Below

Provides administrative oversight. Facilitator for the Oneida County Health Coalition of which most members are participants in the grant. Networks with political and county government officials for promotion of grant within the community.

3. Title:

Enter Role/Responsibility Below

Direct oversight and management responsibility for preventive services within the Health Department, encompassing MCH Nursing, related grant and support programs, including Healthy Families. Meets with Program Manager regularly, and as needed, to provide support and guidance. Assists or facilitates staff training and education as needed. Promotes grant activities and synergies of services within the Health Department for all programs.

4. Title:

Enter Role/Responsibility Below

Fiscal Services Administrator is the person with complete oversight of accounting and finances, including the process of vouchers for both the lead and subcontract agency, mileage, payment to consultants and contractual providers, payroll, monthly financial claim reports and BSRO, procurement of any lead agency supplies and services. Assists with budget tracking, planning and projection for budget/contract process.

5. Title:

Enter Role/Responsibility Below

Provides legal review and consultation for contracts, situations with clients, confidential and legal issues relating to program. Provides HIPPA training updates and other legal assistance as indicated.

6. Title: (Program)

Enter Role/Responsibility Below

Provides legal review and consultation for contracts, situations with clients, confidential and legal issues relating to program. Provides HIPPA training updates and other legal assistance as indicated.

7. Title: (Program)

Enter Role/Responsibility Below

Director of Special Children Services and EIP Service Coordinators will assist with integration of eligible children into Early Intervention Program and Preschool education services. Provide training to support staff, including shadowing experiences. Promote Program through Local Early Intervention Coordinating Council (LEICC).

8. Title: (Program)

Enter Role/Responsibility Below

Will assist in obtaining lead screening information and provides follow-up for families if indicated. Verification that testing was done and with permission can release results. Provides training to staff and functions as a resource on lead risks, reductions, and prevention methods. Tracks/records all lead levels done on Oneida County children.

9. Title:

Enter Role/Responsibility Below

Maternal -Child Health Nurses (3) provide training to staff, including shadowing &/or joint visits with families. Function as a resource and referral source both to our program and for our families. Assist with education needs as indicated.

10. Title:

Enter Role/Responsibility Below

B4. Contractual/Consultant

Item	Local Share	OCFS Funds	Total Costs
A. Family Nurturing Center of CNY, Inc. (FNC) services	\$17,406	\$496,044	\$513,450
B. Community & collaborating /consulting agencies	\$35,000	\$0	\$35,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Contractual/Consultant Costs	\$52,406	\$496,044	\$548,450

Enter Budget Narrative Below:

A. See attachment budget & narrative for the Family Nurturing Center of CNY (FNC) for details of planned subcontract for service staff. This is comprised of 2 teams totaling 8 Family Support Workers (FSWs), 1 Family Assessment Worker (FAW), and 2 Supervisors, 1 of whom does data entry part time among her other duties. (Copies of agreements will be submitted prior to reimbursement.)

B. This estimate reflects the combined in-kind and donated goods and services of the community partner agreements (MOUs) for various aspects of the program. Included are time requirements for screening on site, teaching, board participation, in-service/wraparound trainings, collaborations, projects as well as material donations like Project Linus blankets, Sr. group infant supplies, and off site storage space for these things as well as extra space needed for boxes of materials, incentives and extra curriculum, etc. Reflects other personnel time and services not shown anywhere else in the budget as well as that of the main referral sources throughout the county.

Contractor Name:	Oneida County
Period of Budget:	July 1, 2010 through June 30, 2011
Contract Number:	C026209

**APPENDIX B
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
1	2	3	4
A. Personal Services			
1. Project Staff Salaries	\$18,473	\$63,767	\$82,240
2. Fringe Benefits	\$7,171	\$24,749	\$31,920
3. Total (Lines 1 + 2)	\$25,644	\$88,516	\$114,160
B. Non-Personal Services			
4. Contractual/Consultant	\$52,406	\$496,044	\$548,450
5. Travel/Per Diem	\$0	\$750	\$750
6. Equipment	\$0	\$0	\$0
7. Supplies	\$0	\$0	\$0
8. Other Expenses	\$300	\$400	\$700
9. Total (Total Lines 4 to 8)	\$52,706	\$497,194	\$549,900
C. Project Total (Lines 3 + 9)	\$78,350	\$585,710	\$664,060

58,571	Local Match (if required) Use *calculation below
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*Local Match Calculation = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

Local Share/Match Breakdown

	Source	Amount
A. Cash Donations		\$0
B. In-Kind Donations	Various (\$35,300) FNC (\$5,036)	\$40,336
C. Volunteers/Intern	Oneida Co. (\$25,644) FNC (\$12,370)	\$38,014
D. Fees for Service		\$0
E. Unrestricted Cash or Fund Balance		\$0
F. Grants:		
- Other grants supporting this project		
Amount of OCFS Funds	NYS Office of Children & Family Services	\$585,710
Non-OCFS Funds supporting this project		
Total		\$664,060

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

**APPENDIX B
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Subcontractor FNC '10-'11

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
1	2	3	4
A. Personal Services			
1. Project Staff Salaries	\$9,163	\$289,121	\$298,284
2. Fringe Benefits	\$3,207	\$101,192	\$104,399
3. Total (Lines 1 + 2)	\$12,370	\$390,313	\$402,683
B. Non-Personal Services			
4. Contractual/Consultant	\$697	\$2,250	\$2,947
5. Travel/Per Diem	\$0	\$38,407	\$38,407
6. Equipment	\$0	\$2,700	\$2,700
7. Supplies	\$0	\$10,793	\$10,793
8. Other Expenses	\$4,339	\$51,581	\$55,920
9. Total (Total Lines 4 to 8)	\$5,036	\$105,731	\$110,767
C. Project Total (Lines 3 + 9)	\$17,406	\$496,044	\$513,450

on OCHD lead budget	Local Match (if required) Use *calculation below
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***Local Match Calculation** = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award \$

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

B4. Contractual/Consultant

Subcontractor FNC '10-'11

Item	Local Share	OCFS Funds	Total Costs
A. Computer Maintenance - Admin	\$697	\$1,500	\$2,197
B. HF owned copier/printer maintenance - Admin	\$0	\$750	\$750
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Contractual/Consultant Costs	\$697	\$2,250	\$2,947

Enter Budget Narrative Below:

Admin costs - Computer maint - \$1,500, Copier Maint. \$750

B8. Other Expenses

Subcontractor FNC '10-'11

Item	Local Share	OCFS Funds	Total Costs
A. Telephone/Internet - program	\$339	\$4,661	\$5,000
B. Rent - program	\$0	\$35,120	\$35,120
C. Audit - admin	\$500	\$2,500	\$3,000
D. Liability Insurance - admin	\$3,500	\$8,300	\$11,800
E. Postage- program	\$0	\$1,000	\$1,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Other Expenses	\$4,339	\$51,581	\$55,920

Enter Budget Narrative Below:

See attached

Anticipated Revenue

	Source	Amount
A. Cash Donations		
B. In-Kind Donations	FNC	\$5,036
C. Volunteers	FNC	\$12,370
D. Local DSS Funding		
E. Fees for Service		
F. Grants:		
- Amount of OCFS Grant funds awarded for this project		\$496,044
- Other grants supporting this project		
Total Anticipated Revenue		
(must agree with Budget Summary Total)		\$513,450

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Local DSS Funding is revenue carefully calculated on the basis of numbers of clients estimated to be served, the estimated percentage of clients who will be considered eligible for DSS funding, and the funds identified by the local district to cover the c

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract. Each grant must be listed separately under Section F.

FNC subcontract '10-'11
Healthy Families of Oneida County Contract #C026209
Budget narrative (back-up for Excel)

A-1 Personnel Costs: Budget Narrative

FSW/FAW Supervisor- C. Leslie - (Programmatic)

Provides case supervision, consultation, education, and direct observation or provision of service delivery to achieve program objectives. We are defining management and supervision of direct line staff and costs associated with those titles as programmatic expenses. In addition to regular duties, Ms. Leslie is a certified lactation consultant (CLC) and National FAW trainer. As a trainer she does 2 state-wide trainings for new FAWs annually. Additionally, Ms. Leslie makes CLC home visits to nursing mothers as needed. All supervisors are cross-trained as FAW back up and have basic ASL capabilities. All supervisors mentor new program staff and participate in various aspects of direct training. In addition to required routine field observations of FSWs they may join field staff to meet new cases or trouble-shoot others as indicated. Ms. Leslie is temporarily also functioning part time entering data in lieu of a dedicated data coordinator.

FSW Supervisor -S. Brant- (Programmatic)

Provides case supervision, consultation, education, and direct observation or provision of service delivery to achieve program objectives. We are defining management and supervision of direct line staff and costs associated with those titles as programmatic expenses. In addition to regular duties, Ms. Brant is a certified child abuse and neglect reporting trainer, who ensures all staff are educated and certified in this area. All supervisors are cross-trained as FAW back up and have basic ASL capabilities. All supervisors mentor new program staff and participate in various aspects of direct training. In addition to required routine field observations of FSWs they may join field staff to meet new cases or trouble shoot others as indicated.

Family Support Workers (8)- (Programmatic)

Under supervision, the FSW is responsible for initiating and maintaining regular contact for a period up to 5 years with families expecting a child or with a newborn primarily in their homes. During this time the FSW establishes a trusting relationship with families; provides prenatal and other health education; assists to strengthen parent-child relationships; supports what is going right while encouraging behavior change in some areas; educates parents to improve their skills to optimize the home environment for the child's well-being and safety; and assists families to make and attend health and human service appointments, including those activities related to employment and educational goals. Generally helps strengthen family functioning and coping skills as well as self-sufficiency through mutual development of individual family support plan that utilizes community resources.

Family Assesment/Referral Specialist (1)- (Programmatic)

Under Supervision, is responsible pre-screening and screening for initial risk indicators for child abuse/neglect within the population of expectant and new parents. They provide community outreach, education, and follow-up to referral sources, providers and the general public to introduce and promote the program. Visit referral sources on a routine basis to pick-up &/or do the initial screens. Perform in depth home or office assessment with the parent(s) to further evaluate needs for assistance, community resources, and home visitation services. Ms. Simpson is bilingual Spanish speaking.

Fiscal Manager - (Administrative)

Direct fiscal operations including payroll, human resources, employee benefits, budget reports and mods, and vouchers. Procurement of supplies and materials. Preparing paperwork for vouchering every two weeks, budget preparation for grant renewals, meeting with employees to explain all agency policies and procedures; Orientation of basic agency systems and benefits with new employees. Reviews mileage paperwork and compiles bi-monthly financial claims. Coordinates all financial grant activities with the county fiscal officer and Program Manager on a monthly, or as needed basis. Prepares and participates in annual audit of entire facility, including all grant activities: 50% Grant.

Director of Services –(Administrative)

Referrals to HFOC, cooperation with family transitions, and/or joint cases, between other FNC programs and HFOC services. Acts on behalf of the agency in absence of Executive Director. Consultations with HF staff regarding linkage with other agency services, such as supervised visitation services as well as Project Step program for parents with a criminal-corrections involvement and Family Resolutions. 10% Grant.

Program Planner – (Administrative)

Provides assistance with ongoing program planning, legislative education & advocacy, NYS Home Visiting Council representation, and research on potential supplemental funding. Consultations with HF staff regarding linkage with other agency services. In role as certified labor coach and doula, provides educational in-service/wraparound and consults as needed with staff on issues regarding Labor & Delivery, pre & post natal issues, and breastfeeding. 5% In-Kind

Family Place Coordinator- (Program)

Screening and referrals to HFOC; provide opportunities for Family Place activities including drop-in services, guided play times, parent support groups, parenting workshops, consultations, resource library, clothing share, celebrations and special events, including arrangement of in-service presentations for employee staff meetings: 5% In-Kind

Evelyn's House Director– (Program)

Refer prenatal and postnatal teens from Evelyn's House residence and from community referrals. Partner with HF staff to lead group activities for teen parent participants. Collaborate on training related to serving pregnant and parenting teens. 3% In-Kind

Family Resolutions Caseworkers (2) - (Program)

Reciprocal referrals and collaboration of joint cases for case management, family supervised visitation, and mediated group conferences and plans for families experiencing conflict or crisis when communication is lost. 5% In-kind

Fringe Benefits

FICA	7.65 %
Disability	.53
Workers Compensation	.83
Unemployment	3.80
Health Benefits	20.50
*Flex	1.69

TOTAL 35.00 % Family Nurturing Center Agency Rate

*Flex includes 401(k) administrative costs and life insurance.

B 4. Contractual/Consultant Narrative:

Copies of agreements will be submitted prior to reimbursement.

A. Computer Maintenance agreement:

Consists of a qualified consulting company (Mohawk Valley Consulting) coming to the premises for routine maintenance on network, computers and printers; installation, trouble shooting, and other emergencies, at a cost of \$67/hour. Estimate based on past history and funds available. \$1,500 requested with \$697 in-kind for total of \$2,197.

B. Healthy Families Copier/Printer:

Annual maintenance service agreement for the Gestetner DSM622 copier located centrally in the Healthy Families office area and the color printer Gestetner DSc38u used for our quarterly newsletter, as well as training materials and any digital family or event photos needed in color = \$750.

B 5. Staff Travel: Budget Narrative-

A. Daily Work-Related Travel:

(OCFS portion of the travel expenditures will be at or below the state approved rate.)
Mileage rate is at .485/mile, under IRS guidelines. Historically mileage for field staff and supervisors to accomplish home visits and outreach averages 5,762 miles per month, for 12 months = 69,144 miles X .485 = Total cost \$33,534.85. Due to funding reductions and resultant smaller staff, we are estimating this lesser amount of \$ 30,000.

Training/Conferences:

B. Core Training- (Based on actual past costs & updated for the Albany area current GSA rates)
4 night hotel stay @ \$110/night = \$440, R/T 210.31 miles @.485 = \$102, tolls R/T \$8, meals \$41.751st & last day = \$91.50 + \$61. x 3 full days = \$183 for meal total of \$274.50 = overall training costs of \$824.50. Historically meals have not come to the allowed amount; therefore, we are estimating \$800. We anticipate 3 new staff hires needing training.

C. Nurturing Skills Facilitator Training – held locally

Week long training on Nurturing Program philosophy, background, skills and how to utilize and present the course and materials, including participant class presentation opportunity. Manuals and materials included. 3 new staff hires needing training @ \$500 = \$1,500.

D. Miscellaneous Program/Work related trainings

This would cover trainings such as that for our CLC (Certified Lactation Consultant), which needs to periodically be updated and are often held out of state, usually within the New England area. Based on the last one held in Hartford, Ct. during the 2007-08 contract year and estimating increases, conservatively we anticipate cost for this or related trainings at \$2,000 for registrations, travel, lodging and materials.

E. Other HF NY required trainings

This would cover any unanticipated required trainings which might be offered/required for multiple staff or the entire program to attend such as "Nature of Nurturing- Victor Bernstein", Advanced Staff Trainings for selected positions, or unannounced topics such as "Domestic Violence for Home Visitors", "Motivational Interviewing", or the NYS Fatherhood Conference, for which we have no advance knowledge or specific details to plan. Based on past costs for these trainings \$2,507 will allow us to send multiple staff to these, or similar, as indicated when they arise during the contract year.

B6. Equipment-

(Note-will supply model and numbers once purchased)

A. Handheld Digital Camcorder & bag (2)-

Hard Drive Camcorder and bag (1 for each team) to use in filming parent-child interactions in the home. Following statewide OCFS original training by *Victor Bernstein* provided to all programs on using video as a tool to review both strengths and weakness as an educational/intervention/teachable moment opportunity, as recommended we have utilized this type of equipment. Resultant video is permanently recorded using B. below to give to families as an ongoing visual "baby book" to record child's growth and family interactions. One will replace VHS camcorder stolen years ago; the other to update the remaining old/outdated camera, since most families no longer have VHS systems to replay and we also no longer have a portable way of transferring the camcorder tape to VHS and then reviewing with them. Estimates at \$500 for camera & bag x 2= \$1000

B. Portable DVD writer (2)-

Small hand held system that can directly connect to A. above. Takes digital video and makes a DVD on spot to give to families. \$150 x 2 = \$300

C. Portable widescreen DVD player & case-

Handheld system to view DVDs, which can be used in conjunction with our educational DVDs as well as those made in the home, when one is not available for use in the participant's home. 10.1 in. widescreen DVD player = \$170 + bag \$30 = \$200

D. Laptop computer-

This will replace a supervisor's old laptop that was transferred to our FAW for field work. New laptop, with needed licenses and operating systems, is used not only for in-house educational presentations and community outreach events, but also, for any state wide FAW Core trainings she conducts. Estimates at \$1,030.

E. Desktop printer/scanner/copier-

To replace Program Manager's 10 year old duplex HP DeskJet printer. Computer compatible printer with automatic duplex printing, scanning, fax, and copy capabilities. Estimates for HP model F4135 or similar = \$170.

B7. Supply Costs-

Due to the very tight budget constraints/cuts of the past two years, we have only purchased or replaced bare essential items needed for the areas usually earmarked for planned expenses in this area. We have been very limited in anything that could be purchased since Jan. 2010 and will continue to reuse, recycle and economize.

A. Routine office supplies- Using actual past costs for supplies for individual basic office needs such as pens, pencils, file folders, traveling record portfolios, clips, tape, staples, notebooks, calendars, planners, post notes, highlighters, etc. is \$140 average cost per employee x 12 breaks is for annual cost of \$1,680. One box of a dozen 1 1/2 in. white view binders used for each new family at enrollment to keep program materials for reference is listed at \$33.60 x 5 boxes = \$168. Mailing envelopes universal # 10 standard, used for outreach by both FAW and staff, as well as general program needs (500 box) are \$19.50 x 4 boxes = \$78. Plain white mailers, 6 1/2 in. x 9 1/2 in. size, to hold larger sized materials often sent to families by FAW (500 box) are \$46 x 2 boxes = \$ 92. DVD-RW rewrite format ideal for video & compatible with DVD video, RCM, and data recording come in a spindle of 25 for \$32.x 2 = \$64. Clear front report covers with fasteners for our newly developed Family Handbook to be given to all newly enrolled families are \$ 44/box of 25 x 3 boxes = \$132. Total annual basic office supplies = \$2,214.

B. Printing related materials- This is a major program cost with the amount of basic forms, data, documents, training, activities, provider screens/self survey, our quarterly newsletter, day to day outreach, and other periodic printing requirements. We look at past costs of printer/fax/copier ink, toner cartridges, and paper needed for program related needs to try and fix a figure for this budget. This encompasses supplies for PCs, network & program printer/copiers. Paper alone \$37 box x 40 = \$1,480, plus routine ink, developer, toner cartridges, replaced approx. 3 times year = \$1,600. We print our own quarterly color newsletter & brochures for families, and provider offices @ .30/copy x 300 copies X 4 is \$360 plus special 11x17 paper \$100 = \$460. Ink refills (3 prime colors) for the large color printer @ \$209 = \$627 x three per year = \$1881. Total printing costs = \$5,421.

C. Program supplies/curricula/incentives- These are usually purchased at irregular intervals in bulk when depleted and often add up to several thousand dollars when purchasing multiple things in large amounts. This enables us to get cost discounts and keep items such as bath thermometers, sippy cups, babysitter magnetic notes, stack and play, infant layette sets, and many other items that are given at periodic times on hand. At this time we are only including a minimal amount to cover replacements for our 1 yr. TC gift (stacking toy or board book), parent 1yr. participation (mug), and 6 month incentives (babysitter-wipe off board or nightlight) = \$507. Pre-printed heavy duty bags with slogan- pack of 50 is \$28 x 3 packs =\$84 plus S & H \$ 9 is \$93. Total for incentive/supplies replacements = \$600.

Curriculum-This is to reorder our supply of the Nurturing Parenting program books (\$15 @) The popular *Nurturing the Families of the World (Easy Reader)* is nearly depleted. This step by step manual is especially effective for parents who have limited literacy levels, learning or cognitive delays, as well as those with English as a second language. 60x \$15 = \$900. Also we need to replenish our dwindling *Nurturing Book for Babies & Children*. We use this as a part of our family incentive gift to celebrate the infant's birth. It combines information on safety, brain development, daily bonding activities, and a traditional "baby book" section for recording baby's milestones. 20 x \$15 = \$300. Nurturing Program curricula total \$1,200.

Money management & budgeting supplements from Channing-Bete Publishing- *Better Money Management* 50 @ 3.99 are \$199.50; *Your Family Budget-Manage \$ Wisely*; and *138 Ways to Beat the High Cost of Living*, 50 of each (100) @ \$1.29 = \$129. Total 328.50 plus S & H \$29.50 = \$358 for supplement booklets

Overall total for line C. category is \$2,158.

D. Annual family picnic and graduation-

Estimating based on past events costs for all food, beverages, park fees, supplies for activities & small game prizes, and backpacks filled with school supplies for graduates at annual recognition days open to all Healthy Families participants =\$1,000

B8. Other-

Healthy Families staff is nearly 50% of the workforce of the FNC. This is used for general costs estimates when appropriate, unless the actual numbers can be used to calculate costs.

A. Telephone: FNC pays \$10,500 per year for landlines phones with individual voice mail capability and Internet service. This includes service, maintenance of phones, phone lines, and Internet service. HFOC=\$5000. Annually this = \$416.67month or \$34.72 monthly per worker. We are budgeting for \$4,661 with the remaining \$339 as in-kind.

B. Rent: This includes parking for all staff, heat, air conditioning, water, and maintenance, along with plowing and salting. FNC pays \$ 8.60 per square foot X 6,674 square feet, June,'10 to May 31,'11. HFOC now accounts for allocated space of 4,083.72 sq. ft. \$8.60 x 4,083.72 sq. ft. = \$35,120 (\$2926.67 monthly).

C. Audit: FNC expects \$6,000 this year for audit expenses. HFOC = 50% or \$3,000. We are asking for funding for \$2,500; FNC is making up the difference of \$500 as annual in kind

D. Insurance: This year insurance costs were markedly increased mainly due to increase in worker's compensation costs. FNC expects to pays \$ 23,600 annually for insurance expenses. HFOC = 50% or \$11,800. We are requesting funding for \$ 8,300. Therefore, FNC is making up the difference of \$3,500 as annual in kind

**HEALTHY FAMILIES NEW YORK
PAYMENT AND REPORTING SCHEDULE
APPENDIX C
(3/02/10)**

GENERAL SCHEDULE AND PAYMENT

- a) In consideration of the Services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Children and Family Services, (Office), agrees to pay and the Contractor agrees to accept a sum not to exceed the amount specified on the face page thereof for the initial contract period and for subsequent periods, as specified in Appendix X, and in accordance with the budget contained in Appendix B, which is attached hereto. Payment under this AGREEMENT is conditional upon the continued availability of State funds for this purpose and upon approval by the New York State Division of Budget. Should funds become unavailable or the Division of Budget fail to approve sufficient funds to complete this project according to the amount contained on the face page and the Appendix B of this AGREEMENT, (including the supplements thereto), the Contractor shall be relieved of any obligation to continue this project beyond the period for which funds were allocated.

- b) To the extent permitted by applicable Federal and State Law and regulation, the Office may, at its own discretion, make advance payments to the Contractor, up to (25%), upon the submission of sufficient justification therefore. Said advance may be eligible for payment only upon approval of this AGREEMENT by the Attorney General and by the Comptroller of the State of New York and upon the submission to the Office by the Contractor of a properly executed State of New York Standard Voucher in a form acceptable to the Office and to the Comptroller of the State of New York. Each advance shall be recovered by crediting percent (10%) of the advance against each of the first ten monthly vouchers for the period. If the amount of any of first ten monthly vouchers is not sufficient to cover the proportionate advance amount to be recovered, then subsequent vouchers will be reduced until the advance is fully recovered. Any unexpended advance balance at the end of the contract period will be refunded by the Contractor to the Office. In the event either party terminates the contract prior to its expiration, the Contractor agrees to refund to the Office immediately any advance balance then outstanding.

- c) Contractor shall provide complete and accurate billing invoices to the Office in order receive payment. Billing invoices submitted to the Office must contain all information and supporting documentation required by this AGREEMENT, the Office and the Office of 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 of the Office, 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 Office of the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Office of the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this AGREEMENT if it does not comply with the Office of the State Comptroller's electronic payment procedures, except where the Commissioner of the Office has expressly authorized payment by paper check as set forth above.

REFUNDS

In the event that the contractor must make a refund to the Office for contract related activities (repayment of an advance, an audit disallowance, or for any other reason) payment must be made in The form of a check or money order payable to “New York State Office of Children and Family Services”. The contractor must include with the payment a brief description of why the refund is being made and reference the contract number. Refund payments must be submitted to:

NYS Office of Children and family Services
Attention: Contract Cash Receipts
Bureau of Contract Management
Capital View Office Park
52 Washington Street
South Building, Room 202
Rensselaer, NY 12144

- d) An initial advance, if determined to be payable to the contractor, shall be payable thirty days from the start date of services within the contract period or thirty days from the submission of a properly executed State of New York Standard Voucher in a form acceptable to the Office and to the Comptroller of the State of New York, whichever is later.

The Office agrees to pay the Contractor for expenses incurred in behalf of fulfilling this AGREEMENT, according to the budget contained in Appendix B and upon the submission of a properly executed State of New York Standard Voucher in a form acceptable to the Office and to the Comptroller of the State of New York. These vouchers shall be submitted at least monthly. The Office agrees to submit each approved voucher to the Comptroller for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing and together with a justification therefore. The Contractor agrees to submit all vouchers to the Office no later than thirty days following the completion or termination of each period of this AGREEMENT. For purposes of Article XI-B of the State Finance Law, vouchers other than those for payment of advances are payable 30 days after receipt if deemed acceptable by Office and the Office of the State Comptroller.

- e) Subcontractors shall be paid on a timely basis after submitting the required reports and vouchers for reimbursement of services. When the Contractor has received a complete voucher from a subcontractor with all required information for the period of the reimbursement request, yet fails to pay the subcontractor for a period exceeding sixty days of receipt, the Office reserves the right to process direct payments to reimburse subcontractors for services rendered. The Contractor’s request for reimbursement for the same period will then be adjusted accordingly. Subcontractors shall contact the State directly at the Designated Payment Office address listed in this Appendix to report delinquent reimbursements. The Contractor shall inform its subcontractors of this condition and shall not impose any penalty or inconvenience upon subcontractors who choose to contact the State directly under this condition.
- f) Payment for travel costs and related expenses incurred by the Contractor’s staff and employees shall be made at no greater than the prevailing New York State rates established for travel costs and related expenses for employees.

- g) The Office reserves the right to withhold up to ten percent (10%) of the contract of any payment otherwise due under this AGREEMENT as security or the faithful completion of services under this AGREEMENT. Said amount is to be paid to the Contractor upon the receipt of all required reports, including the final programmatic and fiscal reports, all products of the project as provided in the AGREEMENT and the attachment hereto, a final voucher, the accounting for the advance payment made pursuant to this AGREEMENT, and upon certification by the Contractor that it has completed its obligations and duties of this AGREEMENT.

REPORTING SCHEDULE

- a) The Contractor shall also prepare and submit Quarterly program reports and monthly financial reports to the Office's Project Officer for review and approval. Financial reports shall include information sufficient to enable State and Federal officials to audit the claims and to check them against the provisions of this AGREEMENT including the Appendices. The Contractor shall, prior to receipt of final payment under this AGREEMENT, submit a final project report and a final financial report satisfactory to the Office no later than 30 days following completion or termination of each program period and/or this AGREEMENT.

BUDGET REVISIONS

- a) For the purposes of subparagraphs b), c) and d), direct cost categories are defined as the separate line items of the budget as shown on the Budget Summary Page.
- b) The Contractor may make revisions to the budget contained in Appendix B up to ten percent (10%) of any direct cost category item without prior approval of the Office except that any budget revisions that affect changes in the workplan contained in Appendix D shall require prior written approval of the Office. The Contractor agrees to submit any and all revisions made pursuant to this subparagraph to the Designated Payment Office identified in Appendix C, within ten (10) days of implementing such revisions or as an attachment to any claims for reimbursement that may be associated with such revisions, whichever is the earliest date.
- c) Budget revisions in excess of ten percent (10%) of any direct cost category item or which affect changes in the workplan as contained in Appendix D shall be submitted in writing to the Designated Payment Office identified in Appendix C, for approval, accompanied by justification therefore. The Office's Project Officer shall notify the Contractor, in writing, of the Office's approval of such budget revisions, or shall, in writing, notify the Contractor of the Office's disapproval and identify the reasons for such disapproval.
- d) Any proposed modification to the contract which results in a change of greater than ten percent (10%) to any budget category must be submitted by the Office to the Office of the State Comptroller (OSC) for approval.

OCFS Approval

The budget of any and all subcontractors shall not be revised by the subcontractor(s) or Contractor without the prior written approval of the Office.

DESIGNATED PAYMENT OFFICE

Program Office: NYS Office of Children and Family Services
Program Area: Division of Child Welfare and Community Services
Bureau of Program and Community Development
Program Officer: Home Visiting Program
Telephone: (518) - 402-6784
Address: DCWCS
Capital View Office Park
52 Washington Street
North Building Room 331
Rensselaer, NY 12144

Appendix D
Application Cover Page – Agreement

I. Incorporated Agency Name:	Oneida County			
II. Project Title:	Healthy Families of Oneida County			
III. Amount of OCFS Funds Requested:	\$585,710.00			
IV. Proposed Dates of Project:	July 1, 2010 through June 30, 2011			
V. Address: (Include Street, City, State, Zip Code)	Mailing	Payment	Site	Agency Record
(Lead Agency) Oneida County Health Dept. 185 Genesee St.-Adirondack Bank Building/ 5th Floor Utica, NY 13501	✓	✓		✓
(Services sub-contractor) Family Nurturing Center of CNY, Inc. (FNC) 209 Elizabeth St.-4th floor suite Utica, NY 13501	✓		✓	✓
VI. Federal Tax Identification Number or Municipality Code:	Federal ID 156000460 Municipality 3001-00000000			
VII. Does the Business Entity have a Data Universal Numbering System (DUNS) Number? If yes, what is the DUNS Number?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		DUNS Number: 075814186	
VIII. Is the Business Entity a: (a) For Profit entity; and (b) A New York Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
If yes, please specify the type of entity:	<input type="checkbox"/> Minority Owned Business Enterprise (MBE) <input type="checkbox"/> Women Owned Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> New York State Small Business			
IX. Is the Business Entity a: (a) Not-For-Profit entity; and (b) A Minority Community-Based Organization (MCBO)	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
X. Charities Registration Number: (If exempt, enter reason for exemption)				
XI. Has the Business Entity filed all required periodic or annual written reports with the Office of the Attorney General's Charities Bureau?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	

XII. Congressional/Legislative District Information: (If Known)				
Federal Congressional District(s): 23 & 24				
State Assembly District(s): 111, 115, 116, 117, & 122				
State Senate District(s): 47 & 49				
XIII. County:		Oneida County		
XIV. Contact Person(s):				
Key Contacts	Name	Address	Telephone & E-Mail Address **	Authorized to Sign Contracts and/or Vouchers
Board Chairperson	NA			
Chief Administrative Officer ¹	Anthony J. Picente, Jr., County Executive	800 Park Ave. Utica, NY 13501	(315)798-5800 apicente@ocgov.net	✓
Contract Contact	Annette Phillips, BSN, MS, Program Manager	209 Elizabeth St.-4th Fl. suite Utica, NY 13501	(315)738-9773 ext. 239 aphillips@fnccny.org	
Chief Fiscal Officer	Thomas Engle, Sr. Fiscal Services Administrator	185 Genesee St.- Adirondack Bldg./5th fl. Utica, NY 13501	(315)798-5080 tengle@ocgov.net	✓
Oneida County Director of Health	Dr. Gayle Jones	185 Genesee St.- Adirondack Bldg./5th fl. Utica, NY 13501	(315)798-5633 gjones@ocgov.net	
**An E-mail address is required. If you do not have a personal e-mail address, please supply your Organization's shared e-mail address.				

¹ The Chief Administrative Officer is defined as the person who is responsible for the contractor's overall administration, eg. Executive Director, County Executive, or Agency Commissioner

Non-Discrimination/Non-Sectarian Compliance

Agency:

- | | <u>Yes</u> | <u>No</u> |
|--|-----------------------|----------------------------------|
| a. According to the Certificate of Incorporation, are the organization's purposes sectarian? (For example, is the organization a corporation organized under the religious corporation law or a corporation which has a corporate purpose to serve a particular religious group or to promote the doctrine of a particular religion in general?) | <input type="radio"/> | <input checked="" type="radio"/> |
| b. Are any of the proposed services in your project sectarian in nature? | <input type="radio"/> | <input checked="" type="radio"/> |
| c. Does the organization have as its goal the furthering of any sectarian purpose? | <input type="radio"/> | <input checked="" type="radio"/> |
| d. Are the services to be provided by sectarian staff? (e.g. Clergy) | <input type="radio"/> | <input checked="" type="radio"/> |
| e. Are services being delivered in a building owned by a sectarian organization? | <input type="radio"/> | <input checked="" type="radio"/> |
| f. Are services direct educational services in connection with a school? | <input type="radio"/> | <input checked="" type="radio"/> |
| g. Will the proposed services be provided on the basis of race, religion, color, national origin or sex? | <input type="radio"/> | <input checked="" type="radio"/> |

h. What is the target population of the organization?

Expectant or new families in our county with an infant up to 92 days old to enroll. Will then serve until the child's 5th birthday or entry into Head Start, preschool, or kindergarten.

i. What will the organization do if individuals who are not part of your target population ask for services?

Link to any available community programs or resources that will meet their needs.

j. Will the organization serve, either through direct services or referrals, all who request assistance? Yes No

If the answer(s) to any of the questions a-e, or g, are "yes", then justify why you should be funded below.

ORGANIZATION INFORMATION

For statistical purposes, check yes or no for each of the following items as it relates to your organization.

- | | | | | | |
|-------------------------|---------------------------|-------------------------------------|----------------------|--------------------------------------|-------------------------------------|
| Non-Profit Organization | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Women-Owned Business | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Minority Business | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Municipality | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Small Business | <input type="radio"/> Yes | <input checked="" type="radio"/> No | | | |

APPENDIX D

Healthy Families of Oneida County- Home Visiting Program Program Narrative/Workplan 2010-'11

The Oneida County Public Health Department (OCHD) is lead agency, in partnership with the Family Nurturing Center of Central New York, Inc. (FNC), a community based not-for-profit organization that is dedicated to building nurturing families since 1988. This partnership began prior to the program beginning in 2001 during the writing of the original RFP. Both agencies are centrally located in downtown Utica, the county seat, and in close proximity to each other and the majority of main service providers, such as Medicaid, Day Care, Head Start, Child & Family Health Plus, Workforce Development, and public transportation.

The OCHD encompasses multiple social, health, and environmental divisions and programs, such as lead poisoning prevention; maternal-child health nursing; clinical services for immunizations, STDs, & communicable diseases; Early Intervention & Special Children's Services; and the WIC program, to name a few. The organizational chart is attached. Operating hours are 8:30AM to 4:00 PM, Monday through Friday, during the summer, and 8:30AM to 4:30 PM the remainder of the year.

The FNC, as sub-contactor, provides the delivery of home visiting services for our program and houses our Health Families of Oneida County staff. In addition to periodic facilitator training weeks for the Nurturing Parenting Program, the FNC has multiple other programs and services to assist parents and their children. There are also 2 special separate facilities in town, *The Family Place* drop in center, at which they hold scheduled parenting education classes among other activities, and *Evelyn's House*, a resident home for pregnant or parenting young women and their children who have no safe, appropriate home, or support system to allow them to redirect their lives and reach goals. The list of programs and facilities with brief descriptions is attached. Main operating hours are 8:30AM to 4:00 PM, Monday through Friday, with flexibility for appointment arrangements to meet the needs of families outside these parameters.

The Program Manager is employed by the Health Department, who maintains basic oversight of the program. The Program Manager has functioned in this capacity since the program inception and holds a Bachelor of Science in Nursing and Master of Science in Health Administration & Policy degree. She has also passed the required civil service exam for this position.

The remaining administrative and service staff, consisting of 2 Supervisors, 1 Family Assessment Worker (FAW), and 8 Family Support Workers (FSWs), is employed under the umbrella of our subcontract agency, FNC. One supervisor has a Bachelor of Science in

Psychology-Child Life degree. In addition to functioning as a Child Life Specialist, she is now also a Certified Lactation Consultant and National FAW CORE Trainer. She shares this latter ability as a contract consultant several times a year with the NY state Prevent Child Abuse America (PCAA) training team arm to teach new FAWs for the entire state system. She has also been with the program since inception and functioned in all roles prior to moving into a supervisory role in 2003. In addition she brings a working knowledge of Spanish. In addition, she is currently spending part time doing data oversight, entry, and submission until we can once again support a part-time data coordinator. Our other supervisor has been with the program in that capacity 6 ½ years, since the beginning of 2004. She comes with over 30 years of experience; first as an ordained pastor/counselor then Social Worker-Welfare Eligibility Specialist holding a Bachelor of Social Work degree. Our 2nd supervisor is also qualified as a state certified instructor for the *Mandated Reporter Training for Abuse & Neglect*. Both supervisors and the program manager have taken CORE trainings for all positions including their own, as well as participating in, and often presenting, related educational opportunities to our own staff and the community. Supervisors spend 1 ½ -2 hrs. of scheduled time each week with FSWs to review, support and guide their work with assigned families. They also guide their orientation and education in the FSW role using the Transfer of Learning (TOL) guidebook developed and provided by the NYS PCAA training team. In addition to completion of the required CORE multi-day and other NYS PCAA provided courses, staff completes required initial orientation, 6 month & 12 month education through a wide variety of one-on-one or group trainings. Education might be provided by qualified OCHD or FNC staff, area community providers/experts, online approved courses, or self-guided videos all with oversight from the program administrative staff and documented through the Center for Human Services Research (CHSR) data system at Rockefeller College-SUNY Albany utilized by the statewide program system.

The current FAW has been with the program in that capacity over 4 ½ years, since November 2005. She completed nearly 3 years toward her Bachelor's degree at Hartwick College and is now accruing credits toward a BA in Community & Human Services through Empire State College. Prior to joining us she spent 3 years as a Rehabilitation Training Specialist with The ARC Oneida-Lewis, which involved screening & assessment of both clients and consumers. She has a working knowledge of Spanish and basic American Sign Language.

The returning 5 experienced FSWs have been with the program from 4 to just over 1 year, averaging just over 2 years, and include both male and female home visitors. Educations range from Bachelor's Degrees in Psychology, Associates in Human Services, Mental Health, Criminal Justice and other fields, to time spent in college without a completed degree, and finally 1 FSW who completed high school and provided experience as a war refugee. This latter FSW, as well

as several others, came to us with prior supervisory experience. All live within our target area and are parents, even a grandparent; two are single parents. Staff represents multiple cultural, language, and ethnic populations within the county wide target area, including Bosnian, Latina, and African American.

We continue the search for appropriate staff from the Russian, Amerasian, Burmese, and Somalia population but have as yet been unsuccessful in finding available qualified candidates. For the Amerasian, Somali, and Burmese populations this is complicated by the fact that the original refugees often do not read even in their native language, and due to vastly different culture origins they have a very closed community. The first "Americanized" generation becomes educated and either moves on or has not shown interest in this type work. Individuals who can do basic reading and writing in both English and their native language are quickly utilized by the refugee resettlement organization, area businesses, and health/social service networks making it difficult to be competitive in hiring. Our efforts to continue the search with the assistance of the Mohawk Valley Resource Center for Refugees will continue. Meanwhile we do work with parents from these cultures as able and feel that a staff member with similar cultural and language abilities would augment our success.

Our comprehensive hiring process will be used to fill remaining FSW positions. After review of resumes, we start with a group of 4-5 potential candidates. After they watch the *Healthy Families NY video*, review the *family line drawing* and list strengths identified, we invite them to sit down together with our Healthy Families administrative team. Often a member of the home visiting staff or advisory board is included if possible. We utilize materials suggested for interview discussion by OCFS and other programs and follow a routine set of questions and scenarios to tease out applicant's knowledge, maturity, ability to think quickly and outside the box, cultural sensitivity, group interaction and listening skills, among other more subtle qualities. After interviewers score the interpersonal rating scale and discuss the session, potential candidates are invited back for a 2nd private interview with the Executive Director, Program Manager, and occasionally supervisory staff. This interview gives us the opportunity to follow-up any questions or areas that were not clear on either side, discuss program & agency expectations as well as benefits. At this time they are also given a paragraph summarizing findings from a fictional home visit and asked to give a summary of what resources they might offer the family. This not only identifies initial knowledge of area resources, but also gives us a basic writing sample. When final candidates are selected we take the added step of setting up a shadow home visit, with family permission, after review of confidentiality and HIPPA. This allows them the ability to see the program in action with an experienced FSW, if they can visualize themselves in that role, and for us to evaluate their demeanor, comments, and questions.

We follow the defined goals of the state and national program and follow best practice guidelines from the state policies to continue national credentialed status. Healthy Families of Oneida County practices intensive home visiting services to support expecting and new parents and their children toward the end result of primary prevention of child abuse and neglect. Additional goals contributing to this are encouraging positive parent-child bonding, promoting optimal child health and development, as well as fostering parental self-sufficiency. Our visits begin before, or within, 92 days of birth and can continue voluntarily, at no charge, until the child reaches the age of 5, or enrolls in preschool, Head Start, or kindergarten. To provide an initial assessment of needs, and attempt to engage families, we follow a concerted effort of creative outreach utilizing various means to reach parents for 92 days. Following assessment, staff continues with a standard creative outreach form to guide attempts to enroll families using telephone calls, letters, visits, and informational mailings until enrolled, they decline, the infant ages out, or the 92 day period is complete. Once enrolled, home visiting staff utilize Florida State University, *Partners for A Healthy Baby* Curriculum and Handouts, and *24/7 Dad*, as well as the *Nurturing Program* materials for our primary curricula during family focused visits to enhance parent education and positive interactions with their children.

Community partners remain committed to supporting our success. Those key to service delivery continue to be all three county hospitals, St. Luke's' Hospital-"The Birth Place", Rome Memorial Hospital, and St. Elizabeth Hospital along with their respective PCAP OB Clinics. Others are WIC, the Local Department of Social Services, Workforce Development, Head Start, and multiple other community-based organizations. These agencies provide us with referrals using the screen and/or self survey tools, may also serve as a provider of services for our families via our referrals, and might assist in other ways such as the advisory board or for wraparound education.

Though we serve the entire county the majority of our families reside in the Utica-Rome area where the greatest population base is found. The US Census Bureau estimates our entire county population to now be 231,044 persons spread across rural, suburban, urban areas. A recent statewide report showing combined outcome data for births over the 3 year period from 2005 to 2007 shows seven zip codes rank highest overall, in the 7-10 range. Utica and Rome are included in those zip codes. Many other zips rank high in other specific issues such as infant mortality or teen births.

Utica is the county seat and largest population base (58,040 from 2009 census estimates), includes the highest concentrated poverty rate, and the area chosen for resettlement of most of our refugee population. It is home to the Mohawk Valley Resource Center for Refugees, which has funneled over 11,000 non-English speaking persons mainly into our target

area. These families represent the Bosnian, Russian, Vietnamese, and Amerasian cultures and languages. Though numbers of new refugees have decreased since 9/11, the newest, small yet growing groups are from Somalia, North and West Africa, as well as Myanmar (Burmese mainly ethnic Karen people).

Rome is the 2nd largest population base within the county and the 2009 Census estimates 33,443 residents. In 2008 the Refugee Center began relocating new refugees to Rome as well as Utica. This town and overall county population has declined greatly over the last two decades, resultant of a dwindling economy, closing of a major air base, and lack of job opportunities. The brunt of this exodus has left negative effects of lower paying service jobs; renter occupied older housing, with 30% of children under age 5 in Rome living under the poverty level. As is often the case when a community is struggling to survive, those on the lowest rungs are severely overburdened and children may become the casualties.

Local Child Protective Services reports that the number of calls for the year 2009 (last year for which there is complete data) is up to 4,001 calls investigated, the highest recorded since 1993. For the 1st half of 2010 calls are once again up, averaging 369 a month, nearly 17 a month above this same period last year. During the year 2008, 213 petitions, encompassing 493 children, were filed with the court by LDSS Child Protective Services for removals due to abuse or neglect. During the year 2009 that number was down slightly to 205 filings for 425 children. A state 2009 report shows Oneida County to be 6th in the state for foster care rates by county, with 535 children in placement at that time. For the first half of 2010, through June, numbers were thankfully again down with only 84 filings including 177 children. As of this date, LDSS Child Protective Services reports approximately 150 children in foster care based on CPS cases/petitions. Furthermore, they serve 223 primary families with children in their care residing in the county as the result of open protective cases; 49 voluntarily accepted services, the remaining 174 were court ordered to have services.

Outside of our program, *preventive services* continue to be very limited. Area programs available when we can't serve families have diminished over the past years. The Community Health Worker Program continues to serve the county with a staff of 3 field workers and a coordinator. It is focused primarily on case management surrounding birth and newborn health and barriers to care. Early Head Start has a few home visitors who are available on a limited basis. Unfortunately, cessation of Adolescent Pregnancy Prevention Services funds closed area Teen Services Programs which were instrumental in prevention services for this segment. Adjoining Healthy Families Programs in neighboring Herkimer and Madison Counties enable us to serve families that migrate between us or might come to our attention through Oneida County service providers.

Accurate Information on 2009 area births is yet currently unavailable. The NYS DOH Public Health Information Network (HIN) has provided data for the year 2007. For that year, there were 2,606 births in our county; 229 births (8.8%) were considered low birth weight (2500 grams or under 5 1/2 lbs.) and there were 16 infant deaths. There is aggregate data for the 3 year period 2005-2007, showing that during this period 47.6 % births were to out of wedlock mothers, 5.2% of the births were to mothers who had late or no prenatal care, and teen (ages 10-17) births numbered 247, or 3.2%.

Due to the NYS budget delays our program services ceased at the end of the contract year, the 30th of June, 2010. At that time we had an FAW, 2 open FSW positions, 5 active FSWs and the administrative staff following 125 families with a case weight of 164.75. After a month plus furlough we anticipate resumption of services with our FAW, 5 experienced FSWs, and hiring for 3 FSW positions.

There is the unknown element of how many families we will retain upon resuming services. We estimate a loss of 10-15, primarily those from level X or pre-intake, leaving us with 110 families. This will give us 22 families for each of our 5 experienced workers. Depending on the timing of hiring and completion of required CORE and subsequent training, we anticipate filling the 3 new FSW case loads by the end of the contract year, June 30th, 2011. With that full compliment of 8 trained FSWs we would have the capacity to serve 160 families.

Performance targets are attached. Reports on related data outcomes will continue to be submitted to CHSR monthly and a narrative report is made on a quarterly and annual basis to contract managers with NYOCFS.

HEALTHY FAMILIES NEW YORK PERFORMANCE TARGETS

2010-2011

HEALTH AND DEVELOPMENT TARGETS

1. Immunizations at one year

At least 90% of target children will be up to date on immunizations when as of first birthday

2. Immunizations at two years

At least 90% of target children will be up to date on immunizations as of second birthday.

3. Lead Assessment

At least 90% of target children will be assessed for the risk of lead in their environment according to the NYS Health Department's suggested schedule.

4. Medical Provider for target children

At least 95% of target children will have a medical provider.

5. Target Child Well Baby Medical Provider Visits by 15 months

At least 90% of target children will have at least 5 well baby visits by 15 months of age.

6. Target Child Well Baby Medical Provider Visits by 27 months

At least 90% of target children will have at least 2 well baby visits between 15 and 27 months of age.

7. Age Appropriate Developmental level

At least 98% of target children will demonstrate age appropriate developmental milestones on the Ages and Stages Questionnaire or will be referred for further evaluation/services if delays are detected.

8. Medical Provider for Primary Caretaker 1

At least 90% of Primary Care Takers will have a medical provider.

PARENT CHILD INTERACTION TARGETS

9. Primary Care Taker 1 breast feeding

30% of PC1s will breast feed their target children for at least 3 months from the birth of the child.

10. Valid Parental Stress Index (PSI) assessments

Programs will complete 75% valid Intake/Birth PSI assessments

11. Reducing Parental Stress in highly stressed families by the target child's six month birthday

60% of Primary Caretaker 1's with a total score above the 85th percentile on the initial Parental Stress Index (PSI) will score below the 85th percentile for the total score on the six- month follow-up PSI.

12. Reducing Parental Stress in highly stressed families by the target child's first birthday

80% of Primary Caretaker 1's with a total score above the 85th percentile on the initial Parental Stress Index (PSI) will score below the 85th percentile for the total score on the one -year follow-up PSI.

13. Reducing Parental-Child Dysfunctional Interaction Stress (PCDI) in highly stressed families by the target child's six month birthday

65% of Primary Caretaker 1's with a PCDI score above the 85th percentile on the initial Parental Stress Index (PSI) will score below the 85th percentile on the PCDI score on the six-month follow-up PSI.

14. Reducing Parental-Child Dysfunctional Interaction Stress (PCDI) in highly stressed families by the target child's first birthday

80% of Primary Caretaker 1's with a PCDI score above the 85th percentile on the initial Parental Stress Index (PSI) will score below the 85th percentile on the PCDI score on the one-year follow-up PSI.

MATERNAL LIFE COURSE TARGETS

15. Employment, Education and Training at target child's first birthday

50% of families will be enrolled in an education program, job training or job placement program or will obtain employment by the target child's first birthday.

16. Employment, Education and Training at target child's second birthday

75% of families will be enrolled in an education program, job training or job placement program or will obtain employment by the target child's second birthday.

17. TANF Benefits on first birthday

At least 35% of families who were receiving TANF benefits at intake will no longer be receiving TANF benefits on the target child's first birthday.

18. TANF Benefits on second birthday

At least 50% of families who were receiving TANF benefits at intake will no longer be receiving TANF benefits on the child's second birthday.

19. Education of Participants under 21 at Target Child's 6 month birthday

At least 85% of PC1's under 21 at intake and without a high school diploma or GED will be enrolled in high school or a degree bearing program or receive a high school degree or GED certificate by the Target Child's 6 month birthday.

20. Education of Participants under 21 at Target Child's 6 first birthday

At least 90% of PC1's under 21 at intake and without a high school diploma or GED will be enrolled in high school or a degree bearing program or receive a high school degree or GED certificate by the Target Child's first birthday.

21. Referrals for Needed Services

At least 75% of enrolled participants with Domestic Violence, Mental Health or Substance Abuse issues identified on their Kempe Assessment will be referred for the appropriate services within 6 months of enrollment.

HFNY Performance Indicators

Performance Indicator Criteria	HFNY MIS Reports
<p>1. Quarterly Performance Targets Four quarters of performance are reviewed for these targets: HD 1 through 8, PCI1, MLC 1, 3, 7. If stated target is achieved at least 3 of four times, target is considered met for the period. NYS Target Performance: 9 of 12 Performance targets achieved at least 3 out of 4 quarters</p>	<p>Report Catalog Quarterly Report Tab L. Performance Targets for 4 Quarters</p>
<p>2. Retention Rate at one Year for Participants who enrolled NYS Target Performance:50%</p>	<p>Report Catalog Credentialing Tab 08. 3-4. A and B Retention Rate Analysis</p>
<p>3. Assessment Completed Prenatally or within two weeks of birth of Target child NYS Target Performance:80%</p>	<p>Report Catalog Credentialing Tab 02. 1-1. D Assessment Information</p>
<p>4. First Home Visit prior to 3 months after Target Child's birth for those enrolled NYS Target Performance: 95%</p>	<p>Report Catalog Credentialing Tab 05. 1-3. Timing of First Home Visit</p>
<p>5. Required forms (PSI, Follow-up or ASQ) for March 31, 2010 NYS Target Performance: no invalid forms 25% or higher</p>	<p>Report Catalog Ticklers and Lists J. Quality Assurance Report Program Specific</p>
<p>6. Credential Requirements for Training: Orientation, Core, Shadowing and IFSP for staff who started position after 7-1-06 NYS Target Performance: Trainings have 2 or 3 rating.</p>	<p>Report Catalog Credentialing Tab 50. 10-2 Orientation Training 51. 10-3 Intensive role Specific Training for Staff 56. NYS1 Shadowing 58. NYS3 IFSP For staff who started position after 7-1-06</p>
<p>7. Credential Requirements for Training: Six and twelve month wrap around for staff who started position after 7-1-06 NYS Target Performance: Trainings have 2 or 3 rating.</p>	<p>Report Catalog Credentialing Tab 52. 10-4 Demonstrated Knowledge Training for Staff by six months 53. 10-5 Demonstrated Knowledge Training for Staff by twelve months For staff who started position after 7-1-06</p>
<p>8. HFA Home Visit rate NYS Target Performance for program: 75%</p>	<p>Report Catalog Credentialing Tab 10. 4-1.B. HFA Home Visiting Completion Rate Analysis</p>

<p>9. Supervisor observation of FSW/FAW on home visit or assessment NYS Target Performance: 4 home visit observations for each FSW and 2 assessment observations for each FAW if hired before 4/01/09. For workers with dual roles (FSW and FAW), the expectation is 2 home visit observations and 1 Kempe observation</p>	<p>Report Catalog Credentialing Tab 59. 11-2.A Home Visit and Kempe Observation by Supervisor</p>
<p>10. Prenatal Enrollment The average percentage of new enrollments who enroll prenatally NYS Target Performance: 65%</p>	<p>Report Catalog Quarterly Report Tab J. Program Information for 8 Quarters</p>
<p>11. Creative Outreach NYS Target Performance: 10% or less of cases</p>	<p>Report Catalog Quarterly Report Tab J. Program Information for 8 Quarters</p>

APPENDIX X

MODIFICATION AGREEMENT

Agency Code: Contract No. Period: -

Funding Amount for Period \$

This contract is funded with non-Federal funds only

This contract is funded in whole or in part with Federal funds (see Appendix A3, paragraph 14 for Federal audit information))

OCFS has determined that the Contractor is NOT a subrecipient)

OCFS has determined that the Contractor is a subrecipient

The Federal Funds for this contract are from Catalogue of Federal Domestic Assistance (CFDA) Number(s):

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Children and Family Services, having its principal office at 52 Washington Street, Rensselaer, New York 12144 (hereinafter referred to as the STATE), and (hereinafter referred to as the CONTRACTOR), for modification of Contract Number as amended in attached Appendix(ices)

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

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

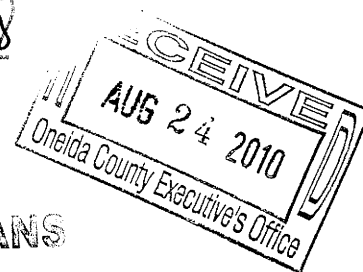
August 23, 2010

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

FN 20 10 - 328

PUBLIC HEALTH

WAYS & MEANS



Dear Mr. Picente:

As you are aware, Oneida County declared a public health emergency in response to the finding of Eastern Equine Encephalitis (EEE) virus infection in six mosquito pool specimens collected. Since this was not anticipated this year, the cost to respond to this emergency was not included in our 2010 operating budget.

The funds needed to address this emergency are expected to be approximately \$150,000. This cost can be funded through anticipated surpluses in Health Department accounts.

We are, therefore, requesting the following transfer for the 2010 fiscal year:

From: A4046.495 – Physically Handicapped Children’s Program.....	\$38,000
A4018.101 - Environmental Health.....	\$12,000
A4018.495135 – Environmental Health.....	\$80,000
A4010.101 – Administration.....	\$20,000
 To: A4018.49559 – West Nile Virus.....	 \$150,000

This cost will be reimbursed at 50% as a result of State of New York’s *Declaration of a Public Health Threat for EEE* on August 20, 2010.

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

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

Sincerely,

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

cc: T. Keeler, Director of Budget
ry

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

Anthony J. Picente, Jr.
County Executive

Date 9/10/10

ONEIDA COUNTY BOARD OF LEGISLATORS
SEP 10 AM 2:21

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

FN 20 10 - 329

August 16, 2010

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

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 SEP 10 AM 2:46

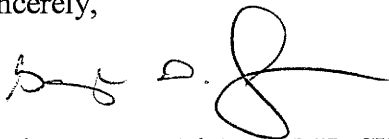
Dear Mr. Picente:

Attached are four (4) copies of an agreement between Oneida County through its Health Department and Health Research, Inc. (HRI)

The purpose of this agreement is to provide early detection services for breast and cervical cancer to those women under the age of 40 with a personal or first-degree family history of breast cancer; women ages 40 to 64 and women aged 65 and over, who are either not eligible for Medicare or choose not to enroll in Medicare Part B for financial reasons. Low income is defined as at or below 250% of current Federal Poverty Guideline; uninsured or underinsured for one or more of the billable screening services and those women identified as asymptomatic for breast and cervical cancer. The term of this agreement shall become effective June 30, 2010 and remain in effect through June 29, 2011 with reimbursement in the amount of \$51,468. This agreement is 100% federally funded. This agreement is being submitted for execution after the commencement date due to receipt of agreement on August 13, 2010.

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

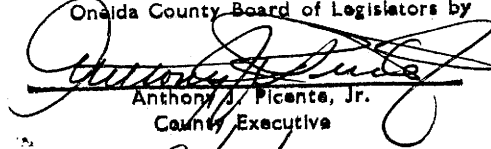
Sincerely,



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

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 9/7/10

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness

NAME AND ADDRESS OF VENDOR: Health Research, Inc.
Riverview Center
150 Broadway – Suite 560
Menands, New York 12204

VENDOR CONTACT PERSON: Heather Elden, Contract Administrator

SUMMARY STATEMENTS: This agreement provides several stages of criteria in order to reach women requiring care. Women under the age of 40 must have a personal or first-degree family history (mother, sister or daughter) in order to be eligible to receive a screening mammogram. All women between the ages of 40 and 64 may be enrolled for comprehensive breast and cervical cancer screening, and associated diagnostic testing that meet financial qualifications. Women aged 65 and over who are either not eligible for Medicare, or choose not to enroll in Medicare Part B for financial reasons, are eligible to be enrolled in the program for comprehensive breast and cervical cancer screening, and associated diagnostic testing. Financial qualifications are defined as low income, defined as at or below 250% of current Federal Poverty Guideline, uninsured or underinsured for one or more of the billable screening services. Also eligible to apply for services are women who are asymptomatic for breast and cervical cancer.

PREVIOUS CONTRACT YEAR: June 30, 2009 through June 29, 2010

TOTAL: \$119,202

THIS CONTRACT YEAR: June 30, 2010 through June 29, 2011

TOTAL: \$51,468

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

FUNDING SOURCE: A4090.495 A3451

Less Revenues:	_____	_____
Federal Funds (HRI)		\$51,468
County Dollars – Previous Contract		\$ -0-
County Dollars – This Contract		\$ -0-

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

DATE: August 16, 2010

AGREEMENT

This Agreement, made this 11th day of Aug, 2010 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 560, Menands, NY 12204, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County Department of Health
185 Genesee St.
Adirondack Bank Building
Utica, NY 13501 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 5U58DP00078304, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Integrated Cancer Services Program

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

"Contract Start Date": 06/30/2010

"Contract End Date": 06/29/2011

"Total Contract Amount": \$51,468

"HRI Project Director": Wallace, Dr. Barbara

"Required Voucher Frequency": Monthly

"HRI Contract Number": 3492-03

"Catalog of Federal Domestic Assistance Number": 93.283 ("This contract is "Federally" funded.")

"Budget Flexibility Percentage": 0 %

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

Exhibit A - "Scope of Work"

Exhibit B - "Budget"

Exhibit C - Reporting/Vouchering Instructions

Attachment A - "General Conditions for HRI Contracts"

Attachment B - "Program Specific Clauses" (if checked) [X]

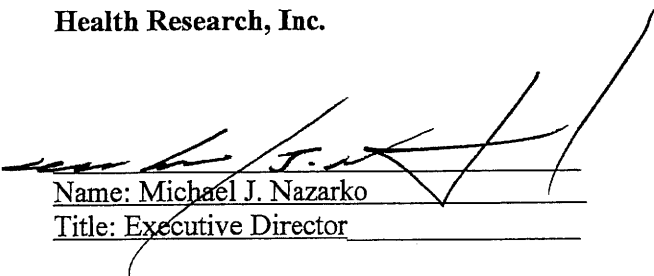
Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc.

Oneida County Department of Health

Federal ID: 15-6000460-


Name: Michael J. Nazarko
Title: Executive Director

Name: Anthony J. Picente, Jr.
Title: Oneida County Executive

Approved as to Form Only
Assistant County Attorney

By: Brian M. Miga
Assistant County Attorney

Subject: Client eligibility criteria

Clients enrolled in the program must meet each of the following four criteria:

1. Age/Sex:

Women under the age of 40:

Women under the age of 40 are eligible to be enrolled in the program for clinical breast examination; pelvic exam and Pap smear and any associated diagnostic testing. Women in this age group must have a personal or first-degree family history of breast cancer (mother, sister or daughter) in order to be eligible to receive a screening mammogram in the program.

Women ages 40-64:

All women between the ages of 40 and 64 may be enrolled for comprehensive breast and cervical cancer screening, and associated diagnostic testing. Partnerships should focus outreach and recruitment activities on women between the ages of 50 and 64.

Women aged 65 and over:

Women aged 65 and over who are either not eligible for Medicare, or choose not to enroll in Medicare Part B for financial reasons, are eligible to be enrolled in the program for comprehensive breast and cervical cancer screening, and associated diagnostic testing.

Men:

Men who are at high risk for breast cancer based on their personal or family history, and who also meet all other eligibility criteria may be enrolled in the program only for clinical breast examination and associated diagnostic testing. Partnerships must first receive prior approval from their Regional Technical Advisor (TA).

Notify your TA and the NYSDOH Data Manager of the name and client ID of any man approved to receive a clinical breast examination through this program. These data will be handled separately, but fees for billable services will appear on the monthly billing report and must be reimbursed with State funds.

2. Low income, defined as at or below 250% of current Federal Poverty Guideline

3. Uninsured or underinsured for one or more of the billable screening services:

For the purposes of this program, uninsured is defined as having no health insurance of any type.

Underinsured means having insurance that does not cover breast or cervical cancer screening, or insurance with a deductible or co-pay high enough to prevent a woman from obtaining breast or cervical cancer screening. The client's insurance must be billed first. The program will pay for services based on the program reimbursement schedule, after the insurance has either denied the claim or made a partial payment.

4. Asymptomatic for breast and cervical cancer:

Symptoms that are reported by a woman, such as breast pain or a palpable mass, that are not clinically confirmed, do not preclude a woman from being eligible for enrollment into the program.

Women who have completed treatment for breast or cervical cancer with no evidence of residual or recurrent disease, and who have been released to routine screening may be considered asymptomatic.

Subject: Maximum allowable reimbursement for clinical services

The statewide program is the payer of last resort. Services will only be paid for by this program, according to the Maximum Allowable Reimbursement Schedule, if the client meets all eligibility criteria and no other sources of payment are available for the services. Other sources include private insurance, managed care plans, Medicare, Medicaid, and Title X Family Planning Services.

Refer to the Maximum Allowable Reimbursement Schedule on the next page for current rates.

Exhibit B

Patient Service Fees: \$51,468

Exhibit C
Reporting and Vouchering Requirements

The Reporting Frequency for this Contract shall be:

Monthly

Voucher /Reports submission:

The Contractor shall submit all vouchers and reports required hereunder to the address noted:

Tom Justin
NYS Dept. of Health
Empire State Plaza, Corning Tower
Room 515
Albany, NY 12237-0658

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. Term - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the Term) unless terminated sooner as hereinafter provided.

2. Allowable Costs/Contract Amount -

a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

b) It is expressly understood and agreed that the aggregate of all allowable costs under this reimbursement contract shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.

c) The allowable cost of performing the work under this contract shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable (as reasonably determined by HRI) to the contract, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.

d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. Administrative, Financial and Audit Regulations -

a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	2 CFR Part 215	2 CFR Part 220	OMB Circular A-133
Non Profit	2 CFR Part 215	2 CFR Part 230	OMB Circular A-133
State, Local Gov. or Indian Tribe	OMB Circular A-102	2 CFR Part 225	OMB Circular A-133
Private Agencies	45 CFR Part 74	48 CFR Part 31.2	OMB Circular A-133
Hospitals	2 CFR Part 215	45 CFR Part 74	OMB Circular A-133

b) If this Contract is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

c) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 8;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Vouchers received after the 30-day period may be paid or disallowed at the discretion of HRI. Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Sixty (60) days from termination of the Agreement.

c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.

d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

5. Termination - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any

termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default.

6. Indemnity - Contractor agrees to indemnify, defend and hold harmless, HRI, its officers, directors, agents, servants, employees and representatives, the New York State Department of Health, and the State of New York from and against any and all claims, actions, judgments, settlements, loss or damage, together with all costs associated therewith, including reasonable attorneys' fees arising from, growing out of, or related to the Contractor or its agents, employees, representatives or subcontractor's performance or failure to perform during and pursuant to this Agreement. In all subcontracts entered into by the Contractor, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

7. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

8. Insurance -

a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.

b) Types of Insurance--the types of insurance required to be maintained throughout the Term are as follows:

- 1) Workers Compensation for all employees of the Contractor and Subcontractors engaged in performing this Agreement, as required by applicable laws.
- 2) Disability insurance for all employees of the Contractor engaged in performing this Agreement, as required by applicable laws.
- 3) Employer's liability or similar insurance for damages arising from bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by employees of the Contractor or subcontractors while engaged in performing this Agreement.
- 4) Commercial General Liability insurance for bodily injury, sickness or disease, including death, property damage liability and personal injury liability with limits as follows:

Each Occurrence - \$1,000,000
Personal and Advertising Injury - \$1,000,000

General Aggregate - \$2,000,000

5) If hired or non-owned motor vehicles are used by the Contractor in the performance of this Agreement, hired and non-owned automobile liability insurance with a combined single limit of liability of \$1,000,000.

6) If the Contractor uses its own motor vehicles in the performance of the Agreement, Automobile Liability Insurance covering any auto with combined single limit of liability of \$1,000,000.

7) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.

c) The insurance in b) above shall:

1) Health Research, Inc., the New York State Department of Health and New York State, shall be included as Additional Insureds on the Contractor's CGL policy using ISO Additional Insured endorsement CG 20 10 11 85, or CG 20 10 10 93 and CG 20 37 10 01, or CG 20 33 10 01 and CG 20 37 10 01, or an endorsement providing equivalent coverage to the Additional Insureds. This insurance for the Additional Insureds shall be as broad as the coverage provided for the named insured Contractor. This insurance for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance or self-insurance, including any deductible, maintained by, or provided to the Additional Insureds;

2) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

3) Be reasonably satisfactory to HRI in all other respects.

9. Publications - All written materials, publications, audio-visuals that are either presentations of, or products of the Scope of Work will credit HRI, the New York State Department of Health and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.

10. Title -

a) Unless noted otherwise in either Attachment B or C hereto, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI at no cost to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.

b) Title and ownership of all materials developed under the terms of this Agreement, or as a result of the Project (hereinafter the "Work"), whether or not subject to copyright, will be the property of HRI. The Work constitutes a work made for hire, which is owned by HRI. HRI reserves all rights, titles, and interests in the copyrights of the Work. The Contractor shall take all steps necessary to implement the rights granted in this paragraph to HRI. The provisions of this paragraph shall survive the termination of this Agreement.

11. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses.

12. Non-Discrimination -

a) The Contractor will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. The Contractor has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including, but not limited to managerial personnel, based on any of the factors listed above.

b) The Contractor shall not discriminate on the basis of race, creed, color, sex national origin, age, disability or marital status against any person seeking services for which the Contractor may receive reimbursement or payment under this Agreement.

c) The Contractor shall comply with all applicable Federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of service.

13. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 9 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

14. Site Visits and Reporting Requirements -

a) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.

b) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

15. Miscellaneous -

a) Contractor and any subcontractor are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provision requiring the subcontractor to pay its Employer Obligations when due.

b) This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.

c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered

mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

e) All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.

f) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.

g) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.

h) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.

i) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.

16. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- (a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- (b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- (c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.

17. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.

- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
- 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
- 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
- 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination)
- 5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment)
- 6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients)

b) Student Unrest If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor shall be responsible for carrying out the provisions of any applicable statutes relating to remuneration of funds provided by this Agreement to any individual who has been engaged or involved in activities describe as "student unrest" as defined in the Public Health Service Grants Policy Statement.

c) Notice as Required Under Public Law 103-333 If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

d) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in a) above shall be complied with as implemented by the Project Sponsor.

The Contractor agrees that the Standard Patent Rights Clauses (37 CFR 401.14) are hereby incorporated by reference.

e) Medicare and Medicaid Anti-Kickback Statute - Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specially under 42 U.S.C. 1320 7b(b) "Illegal remunerations" which states, in part, that whoever knowingly and willfully;

- (1) solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referred (or induce such person to refer) and individual to a person for the furnishing or arrangement for the furnishing of any item or service, OR
- (2) in return for purchasing, leasing, ordering, or recommendation purchasing, leasing, or ordering, purchase, lease, or order any good, facility, service or item.

For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

Required Federal Certifications - Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- d) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- e) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 50, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- g) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- h) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- i) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Texting means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Driving means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. Driving does not included operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications

Anti-Kickback Act Compliance - If this subject contract or any subcontract hereunder is in excess of \$2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal-awarding agency.

Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of \$2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The contractor shall report all suspected or reported violations to the Federal-awarding agency.

Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of \$2,000 or a non-construction contract in excess of \$2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence. Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.

Clean Air Act Compliance - If this subject contract is in excess of \$100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42. U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

ATTACHMENT "B"

Modifications to General Conditions and or Program Specific Clauses - NYS Breast and Cervical Cancer Early Detection Program

Contractors are expected to comply with the NYS DOH Cancer Services Program Operations Manual. This manual and any updates to the manual will be provided to all contractors.

The following payment provisions are applicable to the Patient Service Fees.

1. Patient Service fees

- a) Reimbursement to the Contractor for screening and diagnostic activities shall be based upon the New York State Breast and Cervical Cancer Early Detection Program Maximum Allowable Reimbursement Rate. These rates shall be maintained by the NYSBCCEDP and shall appear on Monthly Billing Reports issued to the Contractor by Ahlers and Associates.
- b) Reimbursement in accordance with paragraph 2 of this Attachment shall be made by HRI to the contractor upon submission of itemized vouchers to HRI referencing the HRI contract number and detailing the service provided, the quantity of each service provided, the allowable reimbursement and the total reimbursement requested. All such payments shall be subject to correction and adjustment upon periodic and/or full audit of fees charged to this project. **Under no circumstance will services, which appear in the "Prior Program Year section" on Ahlers and Associates Monthly Billing Reports be reimbursed.**
- c) **It is expressly understood and agreed that the aggregate of all fees to be reimbursed under this Agreement shall in no event exceed the sum indicated in the "Patient Service" budget category except upon formal amendments of this agreement.**
- d) The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all fees reimbursed under this Agreement.
- e) Screening or Diagnostic Services may not be billed or reimbursed under this Agreement until such time as a patient outcome has been determined and satisfactorily documented to the NYSBCCEDP. Final outcome is defined as the date on which full documentation of an eligible clients screening services or diagnostic services outcome has been received and accepted as a completed data record by NYSBCCEDP. The final outcome date must fall within the current contract period.

2) Payments

- a) HRI will reimburse the Contractor upon receipt of vouchers pursuant to "Breast and Cervical Cancer Early Detection Program Allowable Services & Maximum Allowable Reimbursement Rates". Vouchers must be submitted on a monthly basis on such forms and in such detail as HRI shall require. All vouchers submitted to HRI must be received by HRI within 30 days of the receipt by the Contractor of the Monthly Billing Reports for services being reimbursed. Monthly Billing Reports will either be sent from Ahlers and Associates, data management firm for the Breast and Cervical Cancer Early Detection Program, to the Contractor based on Screening Intake Forms and Follow Up Forms submitted to Ahlers and Associates by the Contractor or may be printed from the web-based data entry system after the 21st of each month. A copy of the Monthly Billing Report should be submitted with the vouchers. Vouchers received after the 30-day period may be processed at the discretion of HRI.
- b) The Contractor agrees to maximize third-party reimbursement available for Breast Cancer and Cervical Cancer screening services. The Contractor certifies that payments made by HRI under this Agreement shall not be duplicate reimbursement of costs and/or services provided under this Agreement which are received by the Contractor from other sources, including, but not limited to, client fees, private insurance, public donations, grants, legislative funding from other units of government, or any other source.

The Contractor further certifies that no services will be charged to this agreement until all other sources of third party reimbursement are exhausted or unless no third party reimbursement is available for the services provided.

3) Eligible Criteria - Women to be Served

Women served by Breast and Cervical Screening Projects are:

- over 40 years of age
- asymptomatic
- special cases under age 40, such as women beginning screening before 40 because a first degree relative was diagnosed with breast cancer before menopause, or women who will not or cannot use family planning services
- low income (at or below 250% of Federal Poverty Level)
- uninsured or underinsured
- underserved

In addition, women enrolled MUST be in one of the following categories:

- never screened
- screened, but not in the last two years
- screened appropriately in the last two years in your project or a sister project, or

- screened appropriately in the last two years elsewhere, but unable to continue with previous source of care because of a change in personal circumstances (financial or insurance)

Women to be screened have the same eligibility for both breast and cervical cancer screening.

Women enrolled in the program must meet ALL of the following criteria.

* **40 years of age or older**

Partnerships are required to focus their recruitment efforts on women ages 50-64. While CDC requires that a minimum of 75% of all program eligible women who receive a federally funded mammogram be age 50 or older additional state funds will enable partnerships to continue to serve women age 40 and older beyond the 25% maximum mandated by CDC.

Exceptions for women younger than 40:

Women who were initially screened for breast cancer in this program at a younger age and are returning, on MD's recommendation, for re-screening. *Projects must have documentation of the physicians' referral or prescription in the client's permanent file. Documentation is a copy of the signed referral form or prescription. The state reserves the right to audit patients' files to ensure compliance.*

Women with a first-degree relative (mother, sister, or daughter) who was diagnosed with pre-menopausal breast cancer before age 50. (A family history of cervical cancer does not affect age eligibility.)

Women who will not or cannot for reasons of conscience or religion be referred to a family planning provider, but who need cervical cancer screening. (A clinical breast exam may be a part of this screening.)

* **Asymptomatic for breast and cervical cancer**

A woman may be considered asymptomatic if she has felt a breast lump but has had no clinical or radiological examination to assess it. Nipple discharge is not considered symptomatic for breast cancer. A woman who has been treated for breast or cervical cancer, has completed follow-up care with no evidence of residual or recurrent disease and has been released to routine screening may be considered asymptomatic.

* **Low income, defined as at or below 250% of current Federal Poverty Guidelines**

* **Medically underserved for breast and/or cervical cancer screening**

A woman who has not had breast cancer screening in two or more years is eligible to be newly enrolled in the program. A woman who has been screened for breast cancer within

the past two years but whose financial or insurance status has changed, causing her to fit the above criteria, may be enrolled. Once enrolled, she should continue to be screened at appropriate intervals as long as she meets the other criteria. A woman who has been screened in the past two years by another partnership may be enrolled if she continues to meet all other eligibility criteria.

Program Reimbursement Criteria

In order for the partnership to receive reimbursement for services provided to enrolled clients (as described above), the following criteria must also be met:

* **Uninsured or underinsured for one or more of the billable screening services:**

For the purposes of this program, uninsured means has no health insurance of any type. Reimbursement will be provided for all allowable services based on the program reimbursement schedule.

Underinsured means having coverage that does not include screening services or a deductible or co-pay great enough that prevents a woman from having breast and/or cervical cancer screening. The client's insurance must be billed. The program will pay for services based on the program reimbursement schedule, after the insurance has either denied or made a partial payment.

Ineligible Populations

Clients enrolled in Medicaid Managed Care programs should be referred to their primary care provider rather than being enrolled as partnership clients.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

EARLY INTERVENTION PROGRAM

Phone: (315) 798-5249 • Fax: (315) 731-3491

August 9, 2010

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

FN 20 10 - 330

PUBLIC HEALTH

WAYS & MEANS

2010 SEP 10 AM 8:31
ONEIDA COUNTY HEALTH DEPARTMENT

Dear Mr. Picente:

Local governments have the responsibility for administering the Early Intervention Program subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Charter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York.

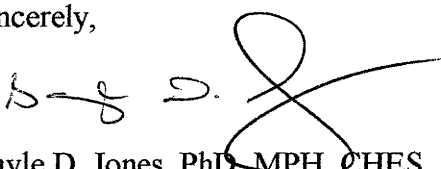
Enclosed please find (4) four copies of an Agreement between the New York State Department of Health and the Oneida County Health Department, Early Intervention Program for administering the Early Intervention Program for the period October 1, 2010 through September 30, 2011 in the amount of \$152,315.

The Health Department will receive administrative funds to offset costs incurred in the implementation of the Early Intervention Program. The Grant is 100% state-funded.

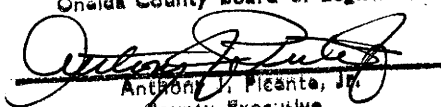
Please contact me if you have any questions or require additional information.

NOTE: NYS Department of Health requires TWO original signed and notarized signature pages be returned to them along with all appendices.

Sincerely,


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

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


Anthony J. Picente, Jr.
County Executive

Date 9/10/10

GDJ/tp
Enclosures

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Early Intervention A4059

NAME AND ADDRESS OF VENDOR: NYS Department of Health
Division of Family Health, Fiscal Unit
Albany, NY 12237

VENDOR CONTACT PERSON: Kristin Kuentzel, Health Program Administrator

DESCRIPTION OF CONTRACT: Local governments have the responsibility for administering the Early Intervention Program subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Charter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the Early Intervention Program.

CLIENT POPULATION SERVED: The Early Intervention Program is a NYSDOH program that provides many different types of services to infants and toddlers ages 0 through 2 years of age with disabilities.

The services available to all eligible Early Intervention children are: audiology, speech pathology, physical therapy, occupational therapy, and vision service. Services are provided by qualified professionals through: Home and community-based visits, facility or center-based visits, parent-child groups, family support groups, or group developmental intervention.

PREVIOUS CONTRACT: one (1) YEAR: October 1, 2009 through September 30, 2010

GRANT AMOUNT: \$152,315

THIS CONTRACT: one (1) YEAR: October 1, 2010 through September 30, 2011

GRANT AMOUNT: \$152,315

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

Contract to Exceed \$50,000.00? Yes _____ **X** _____ No _____

SIGNATURE: Patricia Meyer, Early Intervention Program Supervisor **DATE:** August 9, 2010

APPENDIX X

Agency Code: 12000

Contract No.: C-021807

Period: October 1, 2010 – September 30, 2011

Funding Amount for Period: \$152,315

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C-021807 as amended in attached Appendices B, C, D and G. All other provisions of said AGREEMENT shall remain in full force and effect.

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

CONTRACTOR SIGNATURE

BY: _____

Printed Name

Title: _____

Date: _____

Approved for Form Only
Assistant County Attorney

By: _____
Brian M. Milge
Assistant County Attorney

STATE AGENCY SIGNATURE

BY: _____

Barbara S. Devore
Printed Name

Title: Deputy Director
Center for Community Health

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."

STATE OF NEW YORK)
) SS:
County of _____)

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

(Signature and office of the individual taking acknowledgement)

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

APPENDIX B
 TABLE A
 BUDGET SUMMARY

EARLY INTERVENTION ADMINISTRATION
 OPERATING BUDGET AND FUNDING REQUEST

Contract Period: October 1, 2010- September 30, 2011

	=	+	+	+	Specify Other Sources
	Total Expenses	Amount Requested from NYS	Other Source	See Table A-1	See Table A-2
Subtotal Personal Service (Total Line Only from Table A-1):	\$362,647	\$149,435	\$213,212		
Subtotal Nonpersonal Service (Total Line Only from Table A-2):	\$44,702	\$2,880	\$41,822		
GRAND TOTAL	\$407,349	\$152,315	\$255,034		
CFDA INFORMATION					
Federal Funds					
84.181: Part C of IDEA (Individuals with Disabilities Education Act)					
100%					

Contractor : Oneida County Health Department

Contract No.: C-021807

**APPENDIX B
TABLE A-1
EARLY INTERVENTION ADMINISTRATION
OPERATING BUDGET AND FUNDING REQUEST
OCTOBER 1, 2010 - SEPTEMBER 30, 2011**

(1) PERSONAL SERVICES List the title of ALL personnel working on this grant, even if no funding is being requested from NYS:	(2) Annual Salary	(3) # of Months Funded	(4) % FTE Annual (please show in decimal form (e.g. .25)	(5) Total Expenses	(6) Amount Requested From NYS	(7) Funds From Other Sources	(8) Specify Other Sources of Funds
Director of Health	\$80,359	12	0.04	\$3,214	\$0	\$3,214	In-kind/DSS Admin. \$3,214/\$0
Early Intervention Supervisor	\$65,360	12	1.00	\$65,360	\$0	\$65,360	\$41,555/\$23,805
Fiscal Services Administrator	\$84,360	12	0.10	\$8,436	\$0	\$8,436	\$8,436/\$0
Program Manager	\$40,657	12	1.00	\$40,657	\$0	\$40,657	\$19,959/\$20,698
Public Health Nurse	\$53,413	12	0.80	\$42,730	\$42,730	\$0	
Principal Account Clerk	\$37,721	12	1.00	\$37,721	\$22,633	\$15,088	\$7,407/\$7,681
Data Processing Clerk	\$40,687	12	1.00	\$40,687	\$40,687	\$0	
Office Specialist I	\$18,556	12	1.00	\$18,556	\$0	\$18,556	\$9,109/\$9,447
Subtotal Salaries				\$257,361	\$106,050	\$151,311	
Fringe Benefit Rate @40.91%				\$105,286	\$43,385	\$61,901	\$36,688/\$25,213
Total Personal Services			5.94	\$362,647	\$149,435	\$213,212	

Contractor : Oneida County Health Department
 Contract No.: C-021807

**APPENDIX B
 TABLE A-2
 EARLY INTERVENTION ADMINISTRATION
 OPERATING BUDGET AND FUNDING REQUEST
 OCTOBER 1, 2010 - SEPTEMBER 30, 2011**

[(2) - (3)]

NONPERSONAL SERVICES	(2) Total Expenses	(3) Amount Requested From NYS	(4) Other Sources of Funds	(5) Specify Other Sources of Funds
List ALL expenses related to this grant, even if no funding is requested from NYS:				
Clerical Contract	\$12,113	\$2,418	\$9,695	Inkind/DSS Admin. \$4,751/\$4,944
Office Supplies	\$4,000	\$0	\$4,000	\$1,960/\$2,040
Rent/Lease Copier	\$2,220	\$0	\$2,220	\$1,078/\$1,142
Telephone	\$3,000	\$0	\$3,000	\$1,470/\$1,530
Cellular Telephone	\$2,202	\$0	\$2,202	\$1,079/\$1,123
Meter Postage	\$3,317	\$0	\$3,317	\$1,625/\$1,692
Travels-Meetings & Seminars	\$1,500	\$0	\$1,500	\$735/\$765
Travel & Subsistence	\$15,000	\$462	\$14,538	\$7,124/\$7,414
Other:				
LEIC Expense	\$300	\$0	\$300	\$147/\$153
Printing	\$50	\$0	\$50	\$24/\$26
Interpreting Service	\$1,000	\$0	\$1,000	\$490/\$510
Total Nonpersonal Services	\$44,702	\$2,880	\$41,822	
Total Personal Services	\$362,647	\$149,435	\$213,212	
GRAND TOTAL (total expenses from Tables A-1 and A-2)	\$407,349	\$152,315	\$255,034	

APPENDIX C
EARLY INTERVENTION ADMINISTRATION

PAYMENT AND REPORTING SCHEDULE

October 1, 2010 - September 30, 2011

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 25 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- the end of the first quarterly period of this AGREEMENT; or
- if this contract is wholly or partially supported by Federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

- C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.
- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. The 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 Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the

CONTRACTOR no later than **45** days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

- F. The CONTRACTOR may submit to the STATE budget line interchanges on such forms and in such detail as the STATE shall require. Any proposed modifications to the budget must be submitted for approval to the STATE'S designated payment office located in the **NYS Department of Health, Division of Family Health Fiscal Unit, ESP, Corning Tower- Room 878, Albany, NY 12237.** All budget modifications submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 45 days prior to the end of the contract period.
- G. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the **Division of Family Health Fiscal Unit, NYS Department of Health, Corning Tower ESP, Room 878, Albany, NY 12237.** All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than **45** days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.
- H. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, the CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or

provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Reports

EARLY INTERVENTION ADMINISTRATION

Report Type:

A. Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for each period. A copy of this report will be submitted within the specified timeframes to the county's regional office staff representative.

B. Annual Report

By the earlier of October 31 of each contract year, or the date the fourth quarter voucher is submitted, the Contractor will submit a report, in conjunction with the Local Early Intervention Coordinating Council (LEICC), using a prescribed report format, on the status of the program within the municipality, including gaps in services and methods to address these gaps (refer to EI regulations, Section 69-4.14(a)(1)). This report will cover the period October 1 – September 30 and will address all components of the local early intervention system. A copy of this report will be submitted within the specified timeframe to the county's regional office staff representative.

C. Annual Equipment Inventory

By the earlier of October 31 of each contract year, or the date the fourth quarter voucher is submitted, the Contractor will submit a perpetual annual equipment inventory report, in a format to be provided by the State, listing equipment purchased with Early Intervention Administration funds since the start of the contract term (October 1, 2006).

D. Data Reports

- Submission of Data

The Contractor will submit data to the State in a format to be provided by State DOH. Prior to submission, data entry into the Early Intervention data system is to be complete (through entry of service records) and accurate for

all children who are served (with an initial IFSP) in the Early Intervention Program in accordance with the following schedule:

<u>Data Complete through</u>	<u>Date Due</u>
October 1	November 1
December 31	February 1
March 31	May 1
June 30	August 1
August 31	October 1

E. Reports of Medicaid Administrative Early Intervention Claims

- During this EI Administrative contract period (October 1, 2010-September 30, 2011), the Contractor will e-mail to the Department quarterly reports regarding cumulative early intervention-related Medicaid administrative expenditures on claims submitted by the Contractor to their local social services district (LSSD) in accordance with the following schedule:

<u>Claiming Period</u>	<u>Date Due</u>
October 1 – December 31	February 1
January 1 – March 31	May 1
April 1 – June 30	August 1
July 1- September 30 and Total	November 1

The Contractor will e-mail the quarterly reports according to the above schedule to the Department at the following internet address: beidataunit@health.state.ny.us

The Contractor will use the following format for the quarterly reports. The Contractor will report the total expenditure **for each** EI Related Expense type **for each** claiming period listed in the chart below. If no expenditures were claimed during a claiming period, the Contractor will indicate this by entering \$0 in the "Claim Amount" column.

MEDICAID ADMINISTRATIVE EXPENDITURES - October 1, 2010-September 30, 2011

CLAIMING PERIOD	EI-RELATED EXPENSES	CLAIM AMOUNT
October 1-December 31	Unreimbursed EI Service Coordination	\$
	Other EI-related expenses	\$
January 1- March 31	Unreimbursed EI Service Coordination	\$
	Other EI-related expenses	\$

April 1 - June 30	Unreimbursed EI Service Coordination	\$
	Other EI-related expenses	\$
July 1 - September 30	Unreimbursed EI Service Coordination	\$
	Other EI-related expenses	\$
	<i>Total</i>	\$

F. Ad Hoc Reports

- On occasion, other reports may be required to determine contract compliance and quality of service being rendered (e.g. sample case studies, corrective action plans, quality improvement surveys). A copy of these reports will be submitted within the specified timeframe(s) to the county's regional office staff representative.
- Submission of data and completion of surveys to respond to statutorily required reports shall be required as necessary. A copy of any completed surveys will be submitted within the specified timeframe(s) to the county's regional office staff representative.

G. Local Reports

- As required by the U.S. Department of Education, during the contract period the Department will analyze Contractor's own data using methodologies defined by the U.S. Department of Education to determine Contractor's performance for 8 federally-defined indicators. The Department will provide the results back to the Contractor and the Contractor will submit a report in response to each indicator. The content and format of the report will be determined by the Department. The 8 federally-defined indicators are:
 1. Percent of infants and toddlers with Individual Family Service Plans (IFSPs) who receive EI services on their IFSPs in a timely manner;
 2. Percent of infants and toddlers with IFSPs who receive EI services primarily in the home or in programs for typically developing children;
 3. Percent of infants and toddlers with IFSPs who demonstrate improved positive social-emotional skills, acquisition and use of knowledge and skills, and use of appropriate behaviors to meet their needs;
 4. Percent of families participating in Part C who report that early intervention services have helped the family know their rights, effectively communicate their children's needs, help their children develop and learn;
 5. Percent of infants and toddlers birth to 1 year with IFSPs;
 6. Percent of infants and toddlers birth to 3 years with IFSPs;

7. Percent of eligible infants and toddlers with IFSPs for whom an evaluation and assessment and an initial IFSP meeting were conducted within 45 days;
 8. Percent of all children exiting Part C who received timely transition planning to support the child's transition to preschool and other appropriate community services by their third birthday, including: IFSPs with transition steps and services, notification to Local Education Agency (LEA) if child potentially eligible for Part B, and transition conference, if child potentially eligible for Part B.
- On occasion, the Department may provide the results of other State analyses of local data back to the Contractor. Upon the request of the Department, the Contractor will submit a report in response to all or some of the data analyses, in a format to be determined by the Department.

**APPENDIX D
WORKPLAN**

October 1, 2010 – September 30, 2011

Oneida County Health Department

C-021807

APPENDIX D

EARLY INTERVENTION ADMINISTRATION WORK PLAN

October 1, 2010 - September 30, 2011

The mission of the statewide Early Intervention Program (EIP) is to identify and evaluate as early as possible those infants and toddlers whose healthy development is compromised and provide appropriate intervention to improve child and family development.

Local governments have responsibility for administering the EIP, subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the following work plan developed by the Department:

Work Plan Responsibilities of Municipalities for 2010-2011:

Public Awareness and Child Find

Municipalities will ensure that primary referral sources are aware of their responsibilities; that required provisions related to initial service coordination are implemented; and that procedures to complete evaluations, determine eligibility, and report eligibility determinations are implemented according to all regulatory requirements.

To accomplish this, municipalities will:

- Establish a single point of entry for referral of children who are at risk for developmental delays or potentially eligible children to the EIP and have a process in place for immediate referral of children suspected of having a developmental delay to the Early Intervention Official/Designee (EIO/D) if public health officers are designated to receive referrals.
- Disseminate public awareness materials and materials related to the EIP and Child Health Plus (including standardized referral forms to be used by primary referral sources, e.g., hospitals, pediatricians, day care providers, etc.) and promote local awareness of the EIP.
- Educate and encourage primary health care providers to participate in the child find component of the EIP by conducting periodic developmental surveillance and refer children, as appropriate.
- Educate primary referral sources, such as local and regional newborn nurseries/ICUs, Child Health Plus providers, child care providers, and other organizations that deliver services to children under the age of three years, about the importance of developmental

screening, the availability of the EIP, and the requirement to refer children under the age of three years suspected of or at-risk for developmental disability to the EIO in the municipality that the child resides.

- Establish a working relationship with child protection agencies regarding the Child Abuse Prevention and Treatment Act (CAPTA) and address referral and screening requirements for children under the age of three years who are subjects of substantiated cases of abuse and neglect.
- Make other reasonable efforts to identify and locate children within the municipality who are potentially eligible for the EIP.
- Promote a local process to engage children in the primary health care system, including:
 - coordinating efforts to locate and recover at-risk children who have been disengaged from the primary health care system and reengage those children in primary care where they will receive periodic developmental surveillance and screening;
 - establishing linkages to other county health/community programs that currently have the responsibility to track at-risk children, and ensure that these children are followed and receive periodic developmental surveillance through those programs; and,
 - conducting follow-up activities with infants who have been referred by a hospital or have failed the initial newborn hearing screening and have not had a second screening.
- Ensure that any direct developmental screening conducted by the municipality is conducted as a last resort, is not duplicative, and is provided only to children who have been identified as outside the primary health care system who cannot be reengaged in that system successfully. Because children suspected of having a developmental delay or disability are entitled to a multidisciplinary evaluation, municipalities cannot “prescreen” or “rescreen” them (e.g., complete a developmental screening such as the ASQ or other type of screening) to determine whether an evaluation should be completed or what type should be administered.
- Ensure that parents are fully informed of and understand their rights and entitlements under the EIP, including providing *The Early Intervention Program: A Parent’s Guide* to parents by mail or other suitable means within seven business days, and communicating in the family’s dominant language unless it is clearly not feasible to do so.
- Ensure that the municipality appropriately designates in writing an initial service coordinator (SC) (either direct staff or through contracted, State-approved service providers) for each referred child, and that the initial SC performs required activities, including:
 - arranging a contact with the parent within five business days of receipt of referral from the EIO/D in a time, place and manner reasonably convenient for the parent;
 - assisting the parent in identifying and applying for Medicaid or other public benefit programs (such as Child Health Plus or SSI) for which the family may be eligible;
 - informing parents of potentially eligible children of their rights under the EIP;
 - collecting information necessary to establish third-party coverage for eligible children, including Medicaid, Child Health Plus, and commercial insurance; and

- assisting parents in gaining access to a multidisciplinary evaluation for their child for the purpose of determining eligibility according to regulatory requirements, including providing parents with all options for evaluation using the list provided by the municipality and objectively reviewing the list with parents to allow them to make an informed choice regarding the evaluator's specialties, availability, and location.
- Ensure that the municipality appropriately reimburses for evaluation services that are conducted by qualified personnel according to EIP regulatory requirements.
- Ensure that the parent and municipality receive the evaluation report in a timely manner prior to the initial Individualized Family Service Plan (IFSP) so the IFSP meeting can be held within 45 days of the child's referral.
- Ensure that only eligible children receive IFSP services.

Family-Centered Services

Municipalities will ensure that the development and implementation of the IFSP meets all regulatory requirements and is timely; there is oversight of services; and parents are involved in the planning and evaluation of service delivery.

To accomplish this, municipalities will:

- Ensure that the EIO/D provides for adequate time before the meeting date so that the family and other participants will be able to attend.
- Ensure that the EIO/D sends timely written notice (two or more days before the meeting) of all IFSP meetings to required participants.
- Ensure that the EIO/D and all other required members participate in IFSP meetings, including six-month reviews, and that the EIO/D attends the initial and annual IFSP meetings in person.
- Ensure that initial IFSPs are completed in a timely manner so that IFSPs are in compliance with the 45-day timeline from date of referral and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
- Ensure that the development of IFSPs meet all regulatory requirements for every eligible child, including that IFSPs are held within the required time frames and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
- Ensure that services agreed upon between the parent and EIO/D are clearly stated, in writing, in IFSPs authorized by the municipality.
- Ensure that due process rights of mediation, impartial hearing, and system complaints are provided to the parent whenever there is a dispute regarding services.

- Ensure that parents may accept or decline any early intervention service without jeopardizing other early intervention services.
- Secure written parental permission for the confidential exchange of information among parents, evaluators, service providers, service coordinators, and/or other individuals according to federal and state law and regulation.
- Ensure that families are included in all aspects of the early intervention process and have the services needed to maximize their involvement.

Service Delivery and Natural Environments

Municipalities will ensure that services are individualized and delivered in accordance with the IFSP; all services are delivered in environments appropriate to the unique needs of the child; and services are delivered in a timely fashion.

To accomplish this, municipalities will:

- Ensure that all models of early intervention service delivery (home/community-based individual/collateral visits, office/facility-based individual/collateral visits, parent-child groups, group developmental interventions, family/caregiver support groups) are continuously available.
- Ensure that ongoing service coordination services are provided (either directly or through contract with State-approved service providers) and that ongoing service coordinators appropriately monitor services and implement IFSPs so that services specified in IFSPs begin within 30 days of the effective date of the IFSP period and are provided continuously for the entire period that the IFSP is in effect.
- Ensure that all services use an individualized approach for both children and their families, including consideration and respect for cultural, ethnic, and other individual and family characteristics and lifestyles.
- Ensure that services are provided in natural environments to the maximum extent appropriate for the needs of the eligible child and, if services are not provided in natural environments, an explanation is provided in the IFSP. Natural environments include settings that are natural or normal for the child's age peers who do not have disabilities, including the home, a relative's home when child care is provided by the relative, a child care setting, or other community settings in which children without disabilities participate.
- Ensure that procedures are in place to change a service provider, including amending the IFSP, and to provide appropriate notification to the parent and other providers delivering IFSP services.
- Ensure that procedures are in place to ensure that respite services are available and that an

established criterion is utilized to authorize respite when needed by the family.

Transition

Municipalities will ensure that a transition plan is developed for all children, with the family, and included in the child's record/IFSP; that transition steps occur within the required timelines; that gaps in services do not occur for children who are potentially eligible for services under section 4410 of the Education Law; and that referrals to other appropriate early childhood programs are made.

To accomplish this, municipalities will:

- For every child exiting the EIP:
 - Ensure that a timely transition plan is developed according to regulatory requirements.
 - Ensure that, with parent consent, the transition plan is incorporated into the IFSP.
 - Ensure that, when requested by the parent, only children determined to be eligible for services under Section 4410 of the Education Law prior to their third birthday are eligible to receive early intervention services specified in an IFSP beyond their third birthday.
 - Ensure that municipal and contracted service coordinators review information concerning the transition procedures with the parent and obtain parent consent for the transfer of pertinent early intervention records.
- Ensure that children thought to be potentially eligible for services under Section 4410 of the Education Law can smoothly transition from the EIP to the Preschool Special Education Program including:
 - with parent consent, notifying the school district of the child's potential eligibility for services under Section 4410 at least 120 days before the child is first eligible for these services;
 - assisting the parent in sending a written consent referral to the child's school district requesting the school district to evaluate the child to determine if (s)he needs special education services;
 - at the parent's option and with parent consent, arranging for and participating in a transition conference for children potentially eligible for preschool services at least 90 days before the child is first eligible for services or the child's third birthday, whichever is first. The chair of the school district's Committee on Preschool Special Education (CPSE) must be invited;
 - ensuring that transition procedures are reviewed with parents either at the transition conference or, if no conference occurs, at another time at least 90 days before the child is first eligible for services or before the child's third birthday, whichever is first. This review should include parents' rights and responsibilities regarding the EIP and preschool system requirements;
 - with parent consent, establishing a transition plan and incorporating the plan into the IFSP, including the date the child will transition to 4410 services;
 - with parent consent, ensuring that pertinent records are transferred to the CPSE; and,
 - notifying and inviting the local social service commissioner/designee to participate in transition planning for children in care.

- Ensure that a transition plan to other childhood and support services is developed and implemented for children determined not eligible by the CPSE and that parents are assisted to access such services.
- Ensure that children determined not eligible by the CPSE are discharged from the EIP by their third birthday.

Administration and Oversight

Municipalities will strive to continuously improve the administration of the EIP in an effort to enhance the quality of services and maintain fiscal accountability.

To accomplish this, municipalities will:

- Ensure that early intervention services contracted for are delivered according to the standards provided in *Health and Safety Standards for the Early Intervention Program* issued by the Department.
- Comply with all federal and state laws and regulations regarding submission of data.
- Ensure that proper procedures exist to resolve disputes or complaints and that parents are made aware of their rights to due process procedures to resolve such disputes or complaints through mediation and an impartial hearing.
- Ensure that proper procedures exist to maximize third-party reimbursement for services by:
 - ensuring that children's social security numbers, Medicaid enrollment status, identification numbers, and/or information of any other insurance or health benefits plan is obtained upon initial referral or as early as possible by the municipality, maintained in a confidential manner, and periodically updated throughout the child's participation in the EIP;
 - ensuring that all information about service delivery necessary to obtain insurance and Medicaid reimbursement is submitted by providers who bill for services (e.g., ICD, CPT codes, NPIs, and professional license number, etc.); and
 - claiming to Medicaid, Child Health Plus, and commercial insurance prior to claiming to the Department, consistent with the *Guidance on Claiming Insurance for Early Intervention Services* document and other claim-related guidance issued by the Department.
- Ensure that required documentation to substantiate billing and claiming is maintained by the municipality and contracted providers.
- Adjust claims to the state to correct errors and credit additional payments received during the preceding year.
- Review and audit bills for services before payment is made to providers and report any fiscal irregularities to the Department.

- Notify the Department regarding:
 - an Agency that becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source;
 - the initial arrest and then upon conviction of an Individual Contractor or principal of an Agency contractor of a criminal offense by any court of competent jurisdiction, or action on license by the NYSDOH or NYSED;
 - an Agency Contractor that identifies an investigation and notification upon conviction of an employee or employees of a criminal offense on license by the NYSDOH or NYSED;
 - an Agency Contractor that knowingly fails to act upon the conviction of an employee or employees of a criminal offense or action on license by NYSDOH or NYSED;
 - an Agency or Individual Contractor who engages in any act which constitutes an unacceptable practice under the Medical Assistance Program as enumerated in Title 18 of the New York Code of Rules and Regulations Section 515.2(a) and (b)(1) through (b)(15).

- Claim for reimbursement for eligible administrative costs incurred during the preceding year through Medicaid administrative, EI Administration contract, and State Aid voucher processes.

- Provide notification to the Department regarding fiscal audits that will be or have been conducted by the municipality and ensure that the final results of fiscal audits are immediately reported to the Department according to regulatory requirements.

- Develop and implement activities to oversee and improve the delivery of services to eligible children, including:
 - establishing contracts with and ensuring that services are delivered only by state-approved, qualified evaluators, service coordinators and service providers, including direct employees and provider subcontractors, in a manner that is consistent with state law, regulations, and Department guidance;
 - establishing and maintaining a sufficient number of contracts with state-approved evaluators, service coordinators, and service providers to ensure adequate capacity so that all services and service delivery options are available and accessible to eligible children and their families;
 - using the Department's model municipal contract or similar contract with state-approved providers to ensure provider awareness and compliance with state law, regulations, and Department guidance;
 - ensuring that new contracts and changes in provider contract status are immediately reported to the Department, including terminations in whole or in part, and suspensions of enrollment of children and/or service delivery privileges by the municipality;
 - monitoring contracts of providers of early intervention services and reporting results to the Department, including immediate notification of problems with qualifications of providers, physical plant or other serious health and safety findings, including failure to report suspected child abuse or maltreatment, or failure to complete State Central Register clearances, as appropriate;
 - ensuring that all contracted providers receive Department-issued early intervention guidance documents, policy letters, and clarification letters; and
 - ensuring that all contracted agency providers provide their staff access to Department-

issued early intervention guidance documents, policy letters, and clarification letters.

- Develop and implement activities to oversee and improve the administration of the program, including:
 - Ensuring that Local Early Intervention Coordinating Councils (LEICCs) meet EIP regulatory requirements regarding public notice, composition, activities, and reporting;
 - including the LEICC in assessing local service delivery capacity and identifying gaps in available qualified personnel and unmet service needs;
 - developing mechanisms to support parents of young children with a developmental delay to participate in collaborative planning and policy development efforts with the municipality and state;
 - ensuring that the municipality and providers maintain early intervention records consistent with the early intervention records guidance document issued by the Department;
 - ensuring that municipal policies are consistent with federal and state law and regulation;
 - using the EIP computerized data system provided by the Department to enter valid data into all required data fields in a timely fashion;
 - identifying and reporting to the Department eligible foster or homeless children through the data system (KIDS/NYEIS);
 - routinely transmitting data, including electronic data transfers, in a method and to a location defined by the Department as detailed in "Reports - Early Intervention Administration, Appendix C, Section II";
 - providing data and other information mandated by specific legislation or otherwise required by the Department for administrative purposes; and
 - conducting ongoing data validation, including providing timely corrections when invalid data is identified by the Department.

- Support and make available training and educational opportunities to municipal staff, providers, and families, including:
 - ensuring that appropriate municipal staff attend all relevant state-sponsored training and informational meetings;
 - ensuring that all contracted service coordination providers attend required state-sponsored service coordination trainings;
 - ensuring that contracted service providers attend other relevant state-sponsored trainings available in the region;
 - disseminating information regarding appropriate training opportunities available to primary referral sources, providers of early intervention services, families of potentially eligible children, and other key stakeholders; and
 - ensuring that all contracted agency providers notify their staff of training and educational opportunities.

- Implement proper procedures to protect the confidentiality of early intervention records and personally identifiable information of children and their families within the municipality and by contracted service providers according to EIP regulations, Section 69-4.17c, d, e, and applicable federal requirements. These are summarized in the attachment "Components to Include in Written Policy for Maintaining Municipality Early Intervention Records."

- Participate in monitoring and quality assurance activities, including:
 - providing data, completing surveys, and conducting other activities that provide information about local program performance needed for federal or state monitoring and quality assurance initiatives and reports;
 - as necessary, developing and implementing a plan with realistic and achievable goals and timelines to improve local program performance as described in an individualized annual “determination” issued by the Department;
 - providing access to documents and personnel for municipal or provider monitoring, audits, investigations, or other reviews conducted by the State or its agents;
 - when required, completing and submitting Corrective Action Plans (CAPs) and quality improvement surveys to the State or its agents within the prescribed time frame;
 - implementing the terms of municipal CAPs when accepted by the State;
 - ensuring that the terms of provider CAPs accepted by the State are implemented, including in the area of health and safety and confidentiality;
 - ensuring that follow-up is conducted for contracted providers with health and safety findings; and
 - participating in State monitoring reviews, as resources allow.

- Ensure that procedures are in place in accordance with EIP regulations for children in care, including:
 - establishing agreements with local social services districts to identify children in need of a surrogate parent and ensuring prompt designation of a qualified surrogate parent; and
 - ensuring that information about children in care, including the IFSP, is transmitted to the municipality of residence.

- Utilize the centralized management information system, New York Early Intervention System (NYEIS), in the manner prescribed by the Department and the Bureau of Early Intervention.

- Ensure that contracted service providers prepare for and utilize the NYEIS data system.

Appendix G

NOTICES

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

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

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Kristin Kuentzel

Title: Health Program Administrator

Address: NYS Department of Health, Division of Family Health, Fiscal Unit, ESP
Coming Tower, Room 878, Albany, NY 12237

Telephone Number: (518) 474-4569

Facsimile Number: (518) 473-3391

E-Mail Address: kxk02@health.state.ny.us

Oneida County Health Department

Name: Gayle D. Jones PhD, MPH, CHES

Title: Director of Health

Address: Adirondack Bank Building, 5th Floor 185 Genesee Street Utica, NY 13501

Telephone Number: (315) 798-5633

Facsimile Number: (315) 266-6138

E-Mail Address: gjones@ocgov.net

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

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

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

DIVISIONS
Buildings and Grounds
Engineering
Highways, Bridges & Structures
Reforestation

FN 20 10-337
PUBLIC WORKS

August 11, 2010

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

WAYS & MEANS

Dear County Executive Picente:

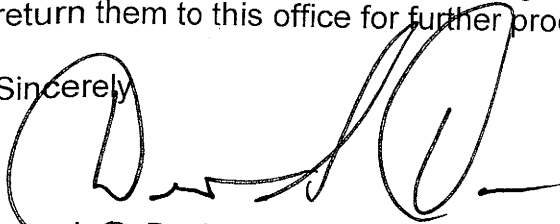
RE: PIN 2754.09.121, .321 (D030135)
Bridge Preventive Maintenance and Painting
Various Locations, Oneida County

The enclosed Supplemental Agreement #3 is necessary due to an \$187,552.20 increase in costs for the construction phase of the project.

When Supplemental Agreement #3 is fully executed, the County can be reimbursed an additional \$178,175.15 (\$150,042.00 federal funds and \$28,133.15 State [Marchiselli] funds) as expenditures are made per Schedule A of the enclosed Agreement. Total reimbursement would be increased to \$1,644,356.15 (\$1,384,721.00 in federal funds and \$259,635.15 in State [Marchiselli] funds) as expenditures are made per Schedule A of this Agreement.

If acceptable, please forward the enclosed agreement to the Oneida County Board of Legislators. If execution of the agreement is authorized by the Oneida County Board of Legislators, please have the six (6) copies of Supplemental Agreement #2 and two (2) additional original signature pages signed and notarized by the appropriate individuals and return them to this office for further processing.

Sincerely,


Dennis S. Davis
Commissioner of Public Works

Enclosures

cc: Mark Laramie, Deputy Commissioner, Division of Engineering
Project File

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


Anthony J. Picente, Jr.
County Executive

Date 9/10/10

ONEIDA COUNTY LEGISLATURE
2010 SEP 10 AM 2:33

Oneida County Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **New York State Department of Transportation**

Title of Activity or Service: **Grant**

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

Summary Statements:

1) Narrative Description of Proposed Services:

**Grant - Supplemental Agreement #3 for Construction Services:
Bridge Preventive Maintenance and Painting, Various Locations, Oneida County**

2) Program/Service Objectives and Outcomes:

Bridge Preventive Maintenance and Painting, Various Locations, Oneida County

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$187,552.20**

Oneida County Department Funding Recommendation: **\$187,552.20** Account # **H-298**

Proposed Funding Source: Federal **\$150,042.00** State **\$28,133.15** County **\$9,377.05**

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

Municipality/Sponsor: **Oneida County**
PIN: 2754.09 BIN: 3310460, 3310480, 3310660, 3311050, 3311060, 3311350, 3311420
Comptroller's Contract No. **D030135**
Supplemental Agreement No.2
Date Prepared: 7/13/2010 By: SP
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 3 to D030135 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

Oneida County (the Municipality/Sponsor)
Acting by and through the **County Executive**
with its office at **800 Park Avenue, Utica, New York 13501.**

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase which covers eligible costs incurred on/after / /
 - adding phase which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other ()

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends the text of the Agreement as follows (insert text below):

Municipality/Sponsor: **Oneida County**
PIN: 2754.09 BIN: 3310460, 3310480, 3310660, 3311050, 3311060, 3311350, 3311420
Comptroller's Contract No. **D030135**
Supplemental Agreement No.2
Date Prepared: 7/13/2010 By: SP
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:



By: _____

By: _____

Print Name: _____

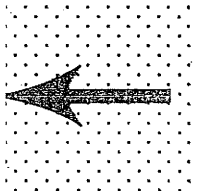
Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF **Oneida**)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public



APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

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.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

NYSDOT/Local Agreement - Schedule A for PIN 2754.09

OSC Municipal Contract #: <u>D030135</u>	Contract End Date: <u>9/30/2013</u> <small>(mm/dd/yyyy)</small> <input type="checkbox"/> Check, if date changed from the last Schedule A
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Purpose: Original Standard Agreement Supplemental Schedule A No. 3

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Oneida County
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/>	Municipality:	% of Cost share
<input type="checkbox"/>	Municipality:	% of Cost share
<input type="checkbox"/>	Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR PAINTING **County** (If different from Municipality): _____

Project Description (Check, if changed from last Schedule A): Bridge Preventive Maintenance and Painting
Additional Project Description (if required): (BIN's 3310460,3310480, 3310660, 3311050, 3311060, 3311350, 3311420), Towns of Boonville, Forestport, Trenton Westmorland, Whitesboro, Oneida County
Marchiselli Eligible Yes No

Approved Marchiselli Allocations in Legislature's Comprehensive List FOR ALL PHASES *To compute Total Costs in the last row, and column, right click in each field and select "Update Field."*

<small>Check box to indicate change from last Schedule A</small>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$24,000.00	\$0.00	\$300,000.00	\$324,000.00
<input type="checkbox"/>	Current SFY	\$	\$	\$	\$ 0.00
Authorized Allocations to Date		\$24,000.00	\$ 0.00	\$300,000.00	\$324,000.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.09.121	Current	HBRRP	\$95,000.00	\$76,000.00 (80%)	\$14,250.00	\$4,750.00	\$0.00
	Old	HBRRP	\$95,000.00	\$76,000.00 (80%)	\$14,250.00	\$4,750.00	\$0.00
2754.09.321	Current	HBRRP	\$1,730,901.00	\$1,384,721.00 (80%)	\$259,635.15	\$86,545.05	\$0.00
	Old	HBRRP	\$1,543,349.00	\$1,234,679.00 (80%)	\$231,502.00	\$77,168.00	\$0.00
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
TOTAL CURRENT COSTS			\$1,825,901.00	\$1,460,721.00	\$273,885.15	\$91,295.05	\$ 0.00

NYS DOT/Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Total Local Deposit(s) Required for State Administered Projects: \$0.00

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$1,460,721.00	\$273,885.15	\$0.00	\$91,295.05	\$1,825,901.20

E. Point of Contact for Questions Regarding this Schedule A (Must be completed) Name: Stephan Pilipczuk
Phone No: 315-793-2450

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

APPENDIX A: STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing

wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in

Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

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

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

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

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

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

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

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

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

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES (NON-FEDERAL AID NEW YORK STATE CONTRACTS).** 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 (NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

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

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

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 (NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

23. CONTRACT TERMINATION PROVISION. The State reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with the requirements contained in State Finance Laws §139j and §139k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.

24. PERSONAL INFORMATION SECURITY. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

APPENDIX B: REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, NYSDOT is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration undertakes to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT has, in cooperation with FHWA, assembled the body of Federal-aid requirements, together with information, NYSDOT procedures and practices in its "Procedures for Locally Administered Federal-Aid Projects" (available through NYSDOT's web site at: <https://www.nysdot.gov/portal/page/portal/divisions/operating/opdm/community-assistance-delivery-bureau/locally-administered-federal-aid-projects>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration that enters Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and Department of Transportation regulations (49CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49CFR Part 26.

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities

that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. ____ 215 (a) of OMB Circular A-133 Subpart B-- Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA), is an on-line database of all Federally-aided programs available to State, and local governments (including the District of Columbia); federally -recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals. The database is accessible at <http://www.cfda.gov/>.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal-aid Highway Planning and Construction program is 20.205. Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215, Highway Training and Education
- 20.219, Recreational Trails Program
- 20.XXX, Highway Planning and Construction - Highways for LIFE;
- 20.XXX, Surface Transportation Research and Development;
- 20.500, Federal Transit-Capital Investment Grants
- 20.505, Federal Transit-Metropolitan Planning Grants
- 20.507, Federal Transit-Formula Grants
- 20.509, Formula Grants for Other Than Urbanized Areas
- 20.600, State and Community Highway Safety
- 23.003, Appalachian Development Highway System
- 23.008, Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime

¹ The designated cognizant agency for audit shall be the Federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENIS S. DAVIS
Commissioner

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

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

August 27, 2010

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

FN 20 10 - 331

PUBLIC WORKS

WAYS & MEANS

2010 SEP 10 AM 2:37
ONEIDA COUNTY LEGISLATURE

Dear County Executive Picente,

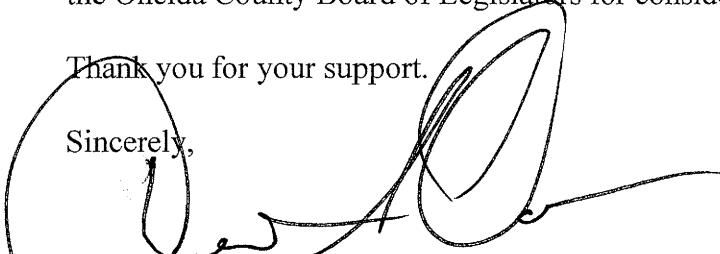
Reconstruction of the Oneida County Office Building 2nd floor is underway and it is time to secure professional consulting services for Asbestos Abatement and Reconstruction of the Oneida County Office Building 6th floor.

Proposals were solicited and received from interested Consultants to provide architectural design services. On May 26, 2010, the Oneida County Board of Acquisition and Contract accepted a proposal from Bonacci Architects.

Please consider the enclosed contract with Bonacci Architects for \$108,600.00, plus project monitoring fees, to provide architectural design services associated with abatement and reconstruction of the Oneida County Office Building 6th floor. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

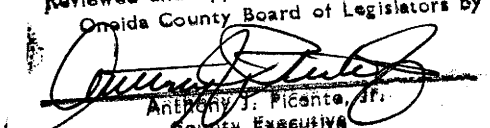
Thank you for your support.

Sincerely,



Dennis S. Davis
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive
Date 9/10/10

Oneida County Department: Public Works

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **Bonacci Architects, Utica, NY**
Title of Activity or Service: **Professional Consulting Services**
Client Population/Number to be Served: **N/A**

Summary Statements:

1) Narrative Description of Proposed Services:

Prepare bid documents and provide project monitoring for Asbestos Abatement and Interior Renovations at the Oneida County Office Building.

2) Program/Service Objectives and Outcomes:

Abate and renovate the 6th floor of the Oneida County Office Building.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$108,600.00** + project monitoring fees

Oneida County Department Funding Recommendation: **\$108,600.00 +** Account # **H-305**

Proposed Funding Source: Federal 0% State 0% County 100%

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments



AIA[®]

Document B132™ – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the _____ day of _____ in the year

(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

and the Architect:

(Name, legal status, address and other information)

Bonacci Architects, PLLC
110 Fulton Street
Utica, NY 13501
Telephone Number: (315) 797-8666
Fax Number: (315) 735-3605

for the following Project:

(Name, location and detailed description)

Oneida County Office Building Reconstruction - 6th Floor
800 Park Ave, Utica, NY 13501

The Construction Manager:

(Name, legal status, address and other information)

H.R. Beebe, Inc.
P.O. Box 240
Utica, NY 13503
Telephone Number: 315-724-6177
Fax Number: 315-724-1187

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

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.)

See Exhibit A

§ 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.)

See Exhibit A

§ 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.)

See Exhibit A

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

.1 Design phase milestone dates, if any:

Planning/ACM Testing: 30 days
Schematic Design Phase: 30 days
Design Development Phase: 25 days
Construction Documents: 40 days

Init.

Bidding/Award Phase: 52 days
Construction Phase: 240 days

.2 Commencement of construction:

January 03, 2011

.3 Substantial Completion date or milestone dates:

Substantial Completion before September 1, 2011.

.4 Other:

To Be Determined

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 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.)

Bid Package 1: Asbestos Abatement

Bid Package 2: Reconstruction

§ 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.)

See Exhibit A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

Mark E. Laramie, PE
6000 Airport Road
Oriskany, NY 13424
Telephone Number: (315) 793-6236
Fax Number: (315) 768-6299

Email Address: mlaramie@ocgov.net

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

See Exhibit A

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

Init.

- .1 Construction Manager: The Construction Manager is identified on the title page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

- .3 Land Surveyor:

- .4 Geotechnical Engineer:

- .5 Civil Engineer:

- .6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

David J. Bonacci, AIA
 116 Business Park Drive
 Utica, NY 13502
 Telephone Number: (315) 797-8666

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

Towne Engineering
William H. Towne, PE
18 South Street
Utica, NY 13501
Telephone Number: (315) 733-9000

.3 Electrical Engineer:

Towne Engineering
William H. Towne, PE
18 South Street
Utica, NY 13501
Telephone Number: (315) 733-9000

§ 1.1.12.2 Consultants retained under Additional Services:

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

See Exhibit A

§ 1.2 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.

§ 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 provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

Init.

§ 2.5 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.

§ 2.6 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.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than See Exhibit B (\$ See Exhibit B) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than See Exhibit B (\$ See Exhibit B) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect 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.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than See Exhibit B (\$ See Exhibit B).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than See Exhibit B (\$ See Exhibit B) per claim and in the aggregate.

§ 2.6.6 The Architect 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 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 and the Construction Manager, 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, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other 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 to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

Init.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, 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.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager 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 Construction Manager, 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 Construction Manager and shall discuss with the Owner and Construction Manager 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 requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, 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 and the Construction Manager's review. 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 with the Owner and the Construction Manager 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 schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

Init.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 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 pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 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 and the Construction Manager's review. 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, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager 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); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming

init.

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 and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and 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 and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and 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 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 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 and Construction Manager 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 Construction Manager, or 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

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the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, 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 and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, 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, 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 the Construction Manager, Owner, or Contractor through the Construction Manager. 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 A232-2009, 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 an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- 1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- 2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, 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.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project 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.

§ 3.6.3.4 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 Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager 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 Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, 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 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 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, 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 transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 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. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion

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prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, 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 and Construction Manager 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 Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, 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 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.)

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	Architect	Exhibit A
§ 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	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural interior design	Architect	Exhibit A
§ 4.1.10 Value analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Architect	Exhibit A
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed record drawings	Architect	
§ 4.1.15 As-constructed record drawings	Architect	
§ 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	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	Exhibit A
§ 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™-2007)	Not Provided	

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§ 4.1.25 Historic preservation (B205™–2007)		
§ 4.1.26 Furniture, furnishings, and equipment design	Architect	Exhibit A
4.1.27 Asbestos Abatement Design and Asbestos Abatement Project Monitoring	Architect	Exhibit A

§ 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.

See Exhibit A

§ 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:

- 1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- 2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of Construction Cost exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- 3 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;
- 4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- 5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- 6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- 7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- 8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- 9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- 10 Evaluation of the qualifications of bidders or persons providing proposals;
- 11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- 12 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 initial Project submittal schedule agreed to by the Architect;

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- .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, Construction Manager 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 submittals 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 Fourteen (14) 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, 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 retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 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. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. 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.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. 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.

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§ 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 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.

§ 5.6 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.

§ 5.7 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 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 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 Architect and Construction Manager 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.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 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.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect 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

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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 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 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 Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the 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 Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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 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, Construction Manager, 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 authors 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 A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect 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 Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 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 Contract, 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 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

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 shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. 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 issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law 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 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, 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 A232-2009, 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 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.

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.)

Compensation for Architect's Basic Services and Additional Services designated in Section 4.1 shall be:
Lump Sum Fee of \$108,600.00

Compensation for Reimbursable Expenses: Compensation for reimbursable expenses included in Lump Sum Fee for Basic Services.

Compensation for Asbestos Abatement Project Monitoring Services shall be:

NYS Licensed Project Monitor: \$45.00/hr.

NYS Licensed Air Sampling Technician: \$38.00/hr.

Friable PLM: \$18.00/sample/24 hr.

PLM (NOB): \$35.00/sample/5 day

TEM (NOB): \$35.00/sample/5 day

PCM: \$10.00/sample/24 hr.

TEM: \$70.00/sample/24 hr.

§ 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.)

Init.

Compensation for Additional Services designated in Section 4.1 shall be included in Compensation for Architects 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.)

See Exhibit A

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 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	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Three	percent (	3	%)
Construction Phase	Twenty	percent (	22	%)
As-Constructed Record Drawings	Five	Percent (	5	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 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 prepared by the Construction Manager 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.)

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 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;

init.

- .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;
- .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 Dollars and Zero cents (\$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.)

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 B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

init.

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 - Hourly Rate Schedule
- Exhibit D - Certification of Consultant
- Exhibit E - Solid Waste Certification

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

OWNER (Signature)

Anthony J. Picente Jr
Oneida County Executive
(Printed name and title)



ARCHITECT (Signature)

David J. Bonacci, AIA
Principal
(Printed name and title)

Init.

Additions and Deletions Report for AIA[®] Document B132[™] – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:57:38 on 08/10/2010.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year _____

...

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

...

Bonacci Architects, PLLC
110 Fulton Street
Utica, NY 13501
Telephone Number: (315) 797-8666
Fax Number: (315) 735-3605

...

Oneida County Office Building Reconstruction - 6th Floor
800 Park Ave, Utica, NY 13501

...

H.R. Beebe, Inc.
P.O. Box 240
Utica, NY 13503
Telephone Number: 315-724-6177
Fax Number: 315-724-1187

PAGE 2

See Exhibit A

...

See Exhibit A

...

See Exhibit A

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User Notes:

(1934194539)

...
Planning/ACM Testing: 30 days
Schematic Design Phase: 30 days
Design Development Phase: 25 days
Construction Documents: 40 days
Bidding/Award Phase: 52 days
Construction Phase: 240 days

January 03, 2011

PAGE 3

Substantial Completion before September 1, 2011.

...
To Be Determined

...
 Multiple Prime Contractors

...
Bid Package 1: Asbestos Abatement
Bid Package 2: Reconstruction

...
See Exhibit A

...
Mark E. Laramie, PE
6000 Airport Road
Oriskany, NY 13424
Telephone Number: (315) 793-6236
Fax Number: (315) 768-6299

...
Email Address: mlaramie@ocgov.net

...
See Exhibit A

PAGE 4

David J. Bonacci, AIA
116 Business Park Drive
Utica, NY 13502
Telephone Number: (315) 797-8666

PAGE 5

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User Notes:

(1934194539)

Towne Engineering
William H. Towne, PE
18 South Street
Utica, NY 13501
Telephone Number: (315) 733-9000

...

Towne Engineering
William H. Towne, PE
18 South Street
Utica, NY 13501
Telephone Number: (315) 733-9000

...

See Exhibit A

PAGE 6

§ 2.6.1 Comprehensive General Liability with policy limits of not less than See Exhibit B (\$ See Exhibit B) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than See Exhibit B (\$ See Exhibit B) combined single limit and aggregate for bodily injury and property damage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than See Exhibit B (\$ See Exhibit B).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than See Exhibit B (\$ See Exhibit B) per claim and in the aggregate.

PAGE 12

§ 4.1.1	Programming	<u>Architect</u>	<u>Exhibit A</u>
§ 4.1.2	Multiple preliminary designs	<u>Not Provided</u>	
§ 4.1.3	Measured drawings	<u>Not Provided</u>	
§ 4.1.4	Existing facilities surveys	<u>Not Provided</u>	
§ 4.1.5	Site evaluation and planning (B203™-2007)	<u>Not Provided</u>	
§ 4.1.6	Building information modeling	<u>Not Provided</u>	
§ 4.1.7	Civil engineering	<u>Not Provided</u>	
§ 4.1.8	Landscape design	<u>Not Provided</u>	
§ 4.1.9	Architectural interior design (B252™-2007)	<u>Architect</u>	<u>Exhibit A</u>
§ 4.1.10	Value analysis (B204™-2007)	<u>Not Provided</u>	
§ 4.1.11	Detailed cost estimating	<u>Not Provided</u>	
§ 4.1.12	On-site project representation (B207™-2008)	<u>Architect</u>	<u>Exhibit A</u>
§ 4.1.13	Conformed construction documents	<u>Not Provided</u>	
§ 4.1.14	As-designed record drawings	<u>Architect</u>	
§ 4.1.15	As-constructed record drawings	<u>Architect</u>	
§ 4.1.16	Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.17	Facility support services (B210™-2007)	<u>Not Provided</u>	

§ 4.1.18	Tenant-related services	<u>Not Provided</u>	
§ 4.1.19	Coordination of Owner's consultants	<u>Not Provided</u>	
§ 4.1.20	Telecommunications/data design	<u>Architect</u>	<u>Exhibit A</u>
§ 4.1.21	Security evaluation and planning (B206™-2007)	<u>Not Provided</u>	
§ 4.1.22	Commissioning (B211™-2007)	<u>Not Provided</u>	
§ 4.1.23	Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24	LEED® certification (B214™-2007)	<u>Not Provided</u>	

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§ 4.1.26	Furniture, furnishings, and equipment design (B253™-2007)	<u>Architect</u>	<u>Exhibit A</u>
4.1.27	Asbestos Abatement Design and Asbestos Abatement Project Monitoring	<u>Architect</u>	<u>Exhibit A</u>

...

See Exhibit A

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals 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 Fourteen (14) 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.

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Litigation in a court of competent jurisdiction

PAGE 20

Compensation for Architect's Basic Services and Additional Services designated in Section 4.1 shall be: Lump Sum Fee of \$108,600.00

Compensation for Reimbursable Expenses: Compensation for reimbursable expenses included in Lump Sum Fee for Basic Services.

Compensation for Asbestos Abatement Project Monitoring Services shall be:

NYS Licensed Project Monitor: \$45.00/hr.

NYS Licensed Air Sampling Technician: \$38.00/hr.

Friable PLM: \$18.00/sample/24 hr.

PLM (NOB): \$35.00/sample/5 day

TEM (NOB): \$35.00/sample/5 day

PCM: \$10.00/sample/24 hr.

TEM: \$70.00/sample/24 hr.

PAGE 21

Compensation for Additional Services designated in Section 4.1 shall be included in Compensation for Architects Basic Services.

...

See Exhibit A

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

...

Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>Three</u>	percent (	<u>3</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>22</u>	%)
<u>As-Constructed Record Drawings</u>	<u>Five</u>	<u>Percent</u> (	<u>5</u>	%)

PAGE 22

§ 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.

...

Zero Dollars and Zero cents (\$0.00)

...

§ 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.

...

per annum

PAGE 23

Exhibit A - Initial Information
Exhibit B - Insurance Requirements
Exhibit C - Hourly Rate Schedule
Exhibit D - Certification of Consultant
Exhibit E - Solid Waste Certification

...

Anthony J. Picente Jr
Oneida County Executive

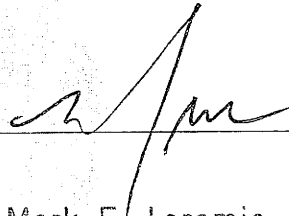
David J. Bonacci, AIA
Principal

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 its associated Additions and Deletions Report and this certification at 08:57:38 on 08/10/2010 under Order No. 4033495421_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 B132™ – 2009 - Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



Mark E. Laramie. P. E.
Deputy Commissioner

(Title)

Division of Engineering
Oneida County D. P. W.

(Dated)

08/27/2010

Exhibit A
Initial Information

- 12.2. The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.
- 12.3. The following paragraphs from section 3.3 – Contingent Additional Services and Section 3.4 – Optional Additional Services shall be included as part of the Architects basic services.
- 12.3.1. 3.3.3, 3.3.4, 3.3.9
- 12.3.2. 3.4.1, 3.4.4, 3.4.6, 3.4.7, 3.4.11, 3.4.13, 3.4.15, 3.4.16, 3.4.19
- 12.4. Delete Section 6.6.1 and insert the following
- 12.4.1. 6.6.1 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.
- 12.5. Delete Section 6.6.2
- 12.6. Delete Article 7 in its entirety. Delete all references to arbitration from this contract.
- 12.7. 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.
- 12.8. Consultant shall have on staff, or as a sub-consultant, a Professional Engineer or Registered Architect recognized by the New York State Education Department.
- 12.9. 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.
- 12.10. Scope of Work.
- 12.10.1. The intent of this project is to completely abate all asbestos containing materials on the sixth (6th) floor of the County Office Building and then construct office space for various County departments. It is anticipated at this time the offices currently located on the third (3rd) floor shall be relocated to the sixth (6th) floor. Those offices include Central Services, Purchasing, Personnel/Labor Relations, Health Insurance, Naturalization, Oneida County Federal Credit Union, Veteran's Services, Pistol Permits, Assigned Counsel, and the Cafeteria.

Exhibit A
Initial Information

- 12.10.2. Prior to abatement of asbestos containing materials, the sixth (6th) floor will be vacated by relocating existing offices to locations throughout the County Office Building.
- 12.10.3. It is imperative that this project does not hinder daily operations at the County Office Building. The building shall remain open to the public without inconvenience during regular business hours.
- 12.10.4. The County shall secure the services of a Construction Manager for this project.

12.11. SCOPE OF WORK

- 12.11.1. The Consulting firm selected for this project shall be required to provide services necessary for the performance and completion of work noted in Section II - Project Description and Section III - Scope of Work. Services shall be provided in accordance with AIA Document B132-2009 with modifications. Services shall include, but not be limited to, the following.
 - 12.11.1.1. Identify and quantify asbestos containing materials impacted by this project. Note that some work may be necessary in other areas of the building in order to accomplish the overall goals of this multi-phase capital project. Provide Asbestos Containing Material sampling and analysis as part of the Basic Services.
- 12.11.2. Prepare comprehensive plans and specifications for abatement of asbestos containing materials impacted by this project. Consultant shall prepare detailed specifications for asbestos abatement and containment methods. A generic design will not be acceptable. All aspects of the asbestos abatement contractor's operations shall be strictly controlled. The Consultant shall prepare, submit and receive approval for any asbestos abatement variances. 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 is important for inclusion on the asbestos building management plan.
- 12.11.3. Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect.
- 12.11.4. Detailed Plans & Specifications shall be prepared by a competent mechanical engineer for isolation of the HVAC systems.
- 12.11.5. The cost of asbestos abatement shall be included in all estimates.
- 12.11.6. The asbestos abatement designer may be required to attend a pre-construction meeting with building occupants to discuss expected impacts of the project.
- 12.11.7. 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.

Exhibit A
Initial Information

- 12.11.8. Provide project monitoring/air sampling associated with abatement of asbestos containing materials. All work shall be performed by a NYS DOL certified project monitor. Payment for project monitoring shall be on a time and materials basis.
- 12.11.9. Assist County with relocation of offices currently occupying space that will be abated/renovated. This may include, but would not be limited to, limited program analysis, preparation of asset inventory, loose furnishing and office design, and preparation of specifications for relocation services.
- 12.11.10. 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.
- 12.11.11. Inventory assets of each department that will occupy abated/renovated space and prepare plans and specifications for relocation services. If necessary, prepare plans and specifications for this work to be competitively bid.
- 12.11.12. Prepare plans and specifications for facility renovations. This shall include HVAC, plumbing, electrical, fire alarm, security system, and signage upgrades. All HVAC systems shall be converted to Digital Controls and incorporated into the existing energy management system.
 - 12.11.12.1. Existing finishes, surfaces, or materials that remain shall be repaired and refinished as necessary. This shall include, but not be limited to, ceramic tile, marble, terrazzo, plumbing fixtures, door kick plates, and mail chutes.
- 12.11.13. Prepare "turn key" plans and specifications for all data and telecommunication systems. This shall include design of required wiring, hardware, software and software programming. County IT personnel and telecommunication hardware/software vendors shall be included in the design process.
 - 12.11.13.1. Existing data systems utilize a fiber-optic backbone and new systems shall incorporate this technology.
- 12.11.14. Provide interior design services when necessary. Prepare plans and specifications for loose furnishings in offices and public spaces.
- 12.11.15. Prepare all permit applications and secure all permits.
- 12.11.16. Coordinate activities with and secure approvals from interested local and state agencies.
- 12.11.17. Special consideration shall be given to the relocation of computer systems owned by New York State and operated by County agencies.

Exhibit A
Initial Information

- 12.11.18. Secure current New York State prevailing wage rates and distribute subsequent revisions to interested contractors and Oneida County.
- 12.11.19. Attend project meetings weekly throughout project startup and then biweekly or as requested by Oneida County.
- 12.11.20. Prepare As-Constructed Record Drawings. Submit one reproducible copy of all drawings on engineering grade film and one digital copy of all drawings on CD-ROM in AutoCAD 2002 format (vector graphics are required – scanned/raster images will not be accepted).
- 12.11.21. Provide all services to prepare complete and accurate plans and specifications.
- 12.11.22. Excluded shall be services provided by the construction manager in accordance with AIA Document B801/CMA – Electronic Format with modifications.
- 12.12. Oneida County shall pay all permit fees.
- 12.13. Consultant shall supply additional services as requested by the County and agreed to by Consultant. Where Consultant provides additional services authorized by the County's designed representative, 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.
- 12.14. Additional services shall not be performed unless requested and approved in writing by the County. Approval shall be in the form of a contract amendment.
- 12.15. Consultant shall notify County immediately of potential fee increases. Payment shall not be made for additional services performed without prior authorization.
- 12.16. Progress payments for additional services performed shall be based on the percentage of work completed and/or on completion of major tasks.
- 12.17. Consultant shall maintain Professional Liability, General Liability, Auto Liability, and Errors & Omissions insurance in an amount greater than or equal to \$1,000,000.00 for the duration of this contract. Workman's Compensation insurance shall be provided in accordance with State Law.
- 12.18. 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.
- 12.19. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.

Exhibit A
Initial Information

- 12.20. Consultant shall not discriminate against any individual in accordance with Local, State and Federal laws.
- 12.21. The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provisions in Oneida County contracts. All waste and recyclables generated within Oneida County by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.
- 12.22. The principal place of business for determining applicable laws is Oneida County, New York.
- 12.23. If the County becomes party to any litigation resulting from this project that is not the fault of the Consultant and that requires the Consultant's services, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Consultant.
- 12.24. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 12.25. For determining applicable laws, the principal place of business of all parties to this agreement is Oneida County, New York.
- 12.26. Should the removal and/or containment of hazardous substances be or become an element in this project, it is recognized by all parties that the Consultant has had no role nor has it shared in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.
- 12.27. 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.
- 12.28. It is also recognized that Consultant is compensated largely based on time spent in rendering services and not on the basis of the legal liabilities created by the risks associated with hazardous wastes or materials.

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.	
INSURED Contractor; Name and Address	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000				EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C B	OTHER Professional Property/Contents				Per Claim: \$1,000,000 Per Aggregate: \$1,000,000 Limit: \$458,371

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.

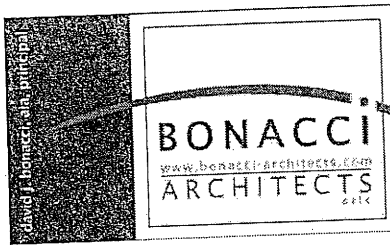
CERTIFICATE HOLDER

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



RATE SCHEDULE - 2010

HOURLY RATES FOR PROFESSIONAL SERVICES:

Principal	\$150.00
Senior Architect	\$125.00
Architects	\$80-110.00
Technical	\$78-84.00
Technical Word Processing	\$60.00
Consultants	@ 1.0 times rates billed to Bonacci Architects

formerly FULIGNI•FRAGOLA/ARCHITECTS pllc

6320 fly road, east syracuse, new york 13057 • V 315-437-2636 • F 315-463-8038
116 business park drive, utica, new york 13502 • V 315-797-8666 • F 315-735-3605
e-mail: studio@bonacci-architects.com



O'BRIEN & GERE

Oneida County
2010 Hourly Billing Rates

<u>Category</u>	<u>Hourly Billing Rate</u>
Officer	\$165
Managing Engineer/Certified Industrial Hygienist	\$158
Project Associate/Sr. Project Scientist	\$120
Staff Engineer/Staff Designer	\$85
Design Drafter/Sr. Design Drafter	\$75
Spec Writer/Secretary/Design Drafter/Technical Drafter	\$65

**TOWNE ENGINEERING
BILLING RATES**

<u>POSITION TITLE</u>	<u>Billing Rate</u>
PRINCIPAL	120.00
DESIGNER I	120.00
DESIGNER II	75.00
DESIGNER III	60.00
DESIGNER IV	50.00
FIELD REPRESENTATIVE	70.00
ADMINISTRATIVE	45.00

HNY ENVIRONMENTAL SERVICES INC

430 Catherine Street
Utica, New York 13501
Phone:315-733-0191
Fax:315-735-4922

May 4, 2010

Mr. David Bonacci
Bonacci Architects
6320 Fly Road
East Syracuse, NY 13057

RE: COST FOR SERVICES – Asbestos Abatement & Int. Renovations to Oneida Cty. Office Bldg.,
Sixth (6) Floor

Dear Mr. Bonacci:

Below you will find our rates for labor and sample collection/analysis. Obviously only the services required by the client would be billed. The most likely service needed would be Project Monitor at \$45.00/hr & PCM sample analysis at \$10.00/sample. The other rates listed can be used for future reference.

Labor Rates

NYS Licensed Restricted Handler III	\$50/hr
NYS Licensed Project Monitor	\$45/hr
NYS Licensed Air Sampling Tech	\$38/hr
EPA Licensed LBP Inspector/Risk Assessor	\$50/hr
Use of Niton XRF Spectrum analyzer	\$250/day

Sample Analysis

Friable PLM	\$18/sample	24hr
NOB PLM	\$35/sample	5 day
NOB TEM	\$35/sample	5 day
PCM	\$10/sample	24hr
TEM	\$70/sample	24hr
LBP wipes	\$15/sample	24hr

Should you have any questions, do not hesitate to call.

Sincerely,
HNY Environmental Services Inc.

Stanley J. Borzendowski
Vice President

EXHIBIT D

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of BONACCI ARCHITECTS, PLLC
a company organized under the laws of the State of New York, having their principal office for the transaction
of business at 110 FULTON ST. UTICA, NY 13501,
and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

Company: BONACCI ARCHITECTS, PLLC

By: David J. Bonacci

Name: DAVID J. BONACCI

Title: PRINCIPAL

Date: 08.11.10

Attest: Linda A. Frusteen

Exhibit E

CONSULTANT RECYCLING
AND
SOLID WASTE MANAGEMENT CERTIFICATION FORM
FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Consultant agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Consultant agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Consultant and any sub-consultants. Upon awarding of this contract, and before work commences, the Consultant will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Consultant and any sub-consultants in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

<u>DAVID J. BONACCI</u> Printed Name of Signee	<u>David J. Bonacci</u> Signature
<u>PRINCIPAL</u> Title	<u>08.11.10</u> Date

Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

September 7, 2010

FN 20 10-333

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

PUBLIC WORKS
WAYS & MEANS

RECEIVED
2010 SEP 10 AM 2:44
TOWN OF UTICA
CLERK OF THE BOARD OF SUPERVISORS

RE: 2010 M Fund Transfers

Dear County Executive Picente,

There is a need for additional funds in the amount of \$75,000.00 in the 2010 Road Machinery Automotive Equipment (M5130.251). These monies will be used to purchase a new 50 ton Blackhawk trailer to replace the currently unusable 1993 35 ton trailer. The frame is cracked and will not pass inspection.

In addition, \$70,000 will be needed to cover supplies and repairs for the rest of the year. We have not ordered plow carbides and plow shoes since February 2009 and will need these parts for the 2010 – 2011 winter snow season.

Therefore, I am requesting the following **2010** Transfer:

From:

M5130.456 Gasoline & Oil **\$ 145,000.00**

To:

M5130.251 Automotive Equipment **\$ 75,000.00**

M5130.451 Automotive Supplies **\$ 60,000.00**

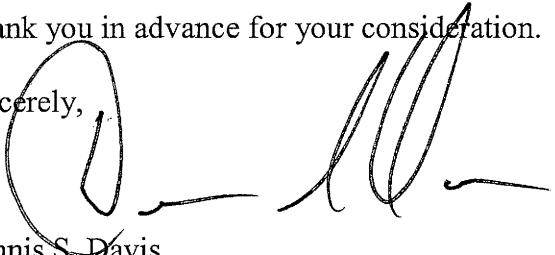
M5130.452 Automotive Repairs **\$ 10,000.00**

Hon. Anthony J. Picente, Jr.
Page 2
September 7, 2010

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

Thank you in advance for your consideration.

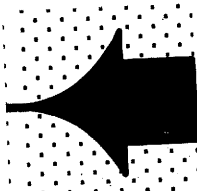
Sincerely,

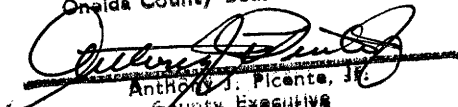


Dennis S. Davis
Commissioner

DSD/mk
Enclosure(s)

cc: Joseph Timpano, Comptroller
Thomas Keeler, Budget Director



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

Anthony J. Picente, Jr.
County Executive
Date 9/10/10

Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.
County Executive


DENNIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6219
Fax: (315) 768-6299

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

MEMORANDUM

TO: Dennis S. Davis
Commissioner

FROM: Brian N. Scala 
Deputy Commissioner
Highways, Bridges & Structures

RE: 2010 M Fund 5130. 456 Transfers

DATE: September 3, 2010

.....

Our 1993 35 ton trailer frame is cracked and will not pass inspection and must be replaced. A new 50 ton Blackhawk trailer will cost \$75,000. In addition \$70,000 will be needed to cover supplies and repairs for the rest of the year. We have not ordered plow carbides and plow shoes since February 2009 and we need these parts for the 2010 – 2011 winter season.

Therefore, I request the following 2010 Transfer:

From:

M5130.456 Gasoline & Oil	\$ 145,000.00
--------------------------	---------------

To:

M5130.251 Automotive Equipment	\$ 75,000.00
M5130.451 Automotive Supplies	\$ 60,000.00
M5130.452 Automotive Repairs	\$ 10,000.00

Griffiss International Airport



Oneida County Department of Aviation
592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

August 3, 2010

FN 20 10 - 334

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

AIRPORT

WAYS & MEANS

Re: **COMMERICAL LEASE AGREEMENT – AVIS-BUDGET CAR RENTAL**


Dear Mr. Picente,

A Lease Agreement with Avis Car Rental expired as December 31, 2001, and has simply continued in effect on a month-to-month basis thereafter. The rent in that Lease is \$5,520 per year (\$460 per month) plus 7% of gross receipts in excess of \$36,000. In 2009 this computation resulted in \$5,520 plus \$27,205.52 for a total rent of \$32,725.52.

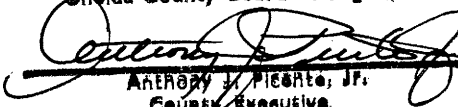
Enclosed is a new Lease for a term of five (5) years with a fixed rate rent of \$2,800 per month for a total of \$33,600 per year. Recognizing the uncertainty and fluctuations in the annual amount of the rental car agency's gross receipts, the fixed rate is most advantageous to the Airport.

It is requested that the enclosed Lease Agreement with Avis-Budget Rental be submitted to the Board for its approval.

Sincerely,


W. Vernon Gray, III
Commissioner of Aviation

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


ANTHONY J. PICENTE, JR.
County Executive

Date 9/10/10

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 SEP 10 AM 2:27

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Avis-Budget Car Rental, LLC

Title of Activity or Service: **Lease Agreement**

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

Summary Statements:

1) Narrative Description of Proposed Services:

Lease agreement for Avis-Budget Car Rental.

2) Program/Service Objectives and Outcomes:

N/A

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **N/A**

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

Account #

A1781.8

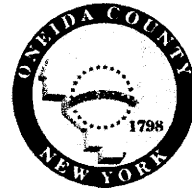
Proposed Funding Source: Federal N/A State N/A County N/A

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments:

Griffiss International Airport



Oneida County Department of Aviation
592 Premises Road, Suite 200, Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

COMMERCIAL LEASE AGREEMENT

This COMMERCIAL LEASE AGREEMENT (hereafter referred to as the "Agreement") is made and entered into this 1st day of September, 2010, by and between by and between the **County of Oneida**, herein referred to as "Landlord," a municipal corporation organized and existing under the laws of the State of New York with its principal place of business located at 800 Park Avenue, Utica, New York, 13501, and **Avis-Budget Car Rental, LLC.**, herein referred to as "Tenant," 6 Sylvan Way, Parsippany, NJ 07054, Attention: Properties Department.

In consideration of the mutual promises contained herein, the parties agree:

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, approximately 130 square feet of counter, office and storage space within Building 100 and twenty (20) vehicle parking spaces adjacent to Building 100, hereafter referred to as the "Premises", located at the Griffiss International Airport, hereafter referred to as the "Airport," 592 Hangar Road, Rome, NY 13441.

b. Landlord acknowledges and consents to Tenant's use and occupancy of the Premises for the operation of a motor vehicle leasing and rental business, including, but not limited to, washing Tenant's motor vehicles, cleaning of interiors of motor vehicles, outside storage and display of Tenant's motor vehicles, overnight parking of Tenant's motor vehicles and all uses incidental and necessary to the foregoing including sales of moving supplies and products, minor mechanical servicing and repair of Tenant's motor vehicles, unless Landlord gives its advance written consent for another use. Landlord warrants that applicable laws, ordinances, regulations and restrictive covenants permit the Premises to be used for such purposes. Tenant shall have the right to use this location as an agency operator location. The term "motor vehicles" as used herein shall include, but not be limited to, cars, vans, cargo vans, trucks (including but not limited to trucks up to 37 feet in length) and sports utility vehicles.

2. Term.

a. The Term of this Agreement shall begin on September 1, 2010, and shall continue in effect for a period of five (5) years, unless this Agreement is sooner terminated under the provisions of this Agreement.

b. Tenant has the right to terminate this Lease Agreement with ninety (90) days written notice to the Landlord.

c. Holdover. If Tenant holds over after the Term with the consent, express or implied, of Landlord, such holding over shall be construed to be a tenancy from month-to-month only, and Tenant shall pay the rent, additional rent and other sums as herein required for such further time as Tenant continues its occupancy.

3. Rent.

a. For the use of the Premises, Tenant shall pay Landlord the Rent in accordance with the following Rent Schedule: Years 1 – 5: \$2,500.00 per month plus \$15.00 per month per parking space, a total of \$2,800.00 a month inclusive of all utilities.

b. Such payments shall be made by the first day of each month to the "County of Oneida" at 592 Hangar Road, Suite 200, Rome, NY 13441.

4. Security Deposit.

a. Tenant shall pay a Security Deposit to Landlord in the amount of \$2,800 in the form of cash or bond as security for the full and faithful performance by Tenant of all the terms and provisions of this Agreement.

5. General Terms and Conditions.

a. This Agreement is subject to the General Terms and Conditions on the attached Exhibit "A", which is incorporated herein by reference.

6. Special Provisions.

a. **Signs.** Landlord agrees that Tenant shall have the right to make, place, install or display any signs, lights, lettering or painting for purposes of advertising any business lawfully conducted in the Premises. The exact location, size and appearance of any of such advertising shall be determined by mutual consent of the Landlord and Tenant, and shall comply with all applicable provisions of the building codes and zoning regulations and other applicable provisions of the law. Tenant shall have the right and option of repainting, repairing and removing any of such advertising at any time and from time to time. Notwithstanding and without waiving the foregoing, Landlord hereby consents to allow Tenant to install signage to designate Tenant's parking spaces, to install promotional banners, and to install signage on the pylon/monument.

b. **Responsibility for Tenant's Rental Vehicles.** Tenant assumes full responsibility and agrees and understands that Tenant is solely responsible for the rental vehicles in the parking lot, and shall further indemnify and hold harmless the Landlord for any damage or liability. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all vehicles are stored or parked on the airport at Tenant's sole risk.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Tenant: AVIS BUDGET CAR RENTAL, LLC

By: Robert Bouta
Name: Robert Bouta
Title: Senior Vice President of Properties and Facilities of Avis Budget Car Rental, LLC.

Date: 7/22/10

Landlord: COUNTY OF ONEIDA

By: Anthony J. Picente, Jr.
Name: Anthony J. Picente, Jr.
Title: County Executive

Date: 8/17/10

Reviewed as to form only:

County Attorney
County Attorney

EXHIBIT "A" - GENERAL TERMS AND CONDITIONS

1. Late Charge. If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of 5% of the amount due, in addition to any attorneys' fees, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.

2. Proration of Rent. In the event that the Agreement begins or is terminated on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Premises was enjoyed by Tenant.

3. Delivery of Rent. Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 592 Hangar Road, Rome, NY 13441, or to such other place or places as Landlord may designate, in writing.

4. Security Deposit. The Security Deposit shall be returned to Tenant upon termination of the Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of the Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under the Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within three (3) days after receipt of such demand, such failure shall constitute a material breach of the Agreement.

5. Permitted Uses; Prohibited Uses.

a. The Premises shall be used by the Tenant only for the purposes identified in the Agreement, and for no other use.

b. In that the Premises are located at the Griffiss International Airport, Tenant shall not use the Premises in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport. Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Premises are suitable for Tenant's intended use. Tenant shall have reasonably necessary rights of access across Landlord's adjoining areas.

c. Tenant will not make or permit any use of the Premises that would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or incur the Landlord's liability under any laws relating to the use and storage of hazardous materials.

6. Ingress and Egress.

a. Tenant shall have reasonably necessary right of ingress and egress to the Premises. The premises adjacent to the Tenant's Premises shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the term of this Agreement and any renewals thereof.

b. Landlord hereby grants Tenant ingress/egress over and upon the entry way and driveway to Building 100 for purposes of ingress/egress to the Premises from all pertinent roadways. Landlord shall maintain the parking area in good and useable condition and shall not permit such area to be blocked, impaired or obstructed at any time. Tenant's rights under this section shall continue uninterrupted for the duration of the Lease and all extensions thereof. Tenant shall have the sole and exclusive use of all parking spaces designated by the Landlord for Tenant's use.

7. Casualty. As used herein, the term "casualty" means fire, hurricane, flood, tornado, rain, wind, or other acts of God, regardless of whether the same reasonably could be foreseen; riot, civil commotion, or other acts of a public enemy, and the theft, vandalism, or other criminal or tortious acts of third parties.

a. In the event the Premises or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate provided that the Premises is not rendered unusable by such damage. If the Premises is rendered unusable as determined by Rome City Fire or Codes personnel and Landlord elects to repair the Premises, the Rent shall abate for the period during which such repairs are being made, provided the

damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Premises are rendered unusable and Landlord elects not to repair the Premises, the Agreement shall terminate.

8. Insurance and Indemnification.

a. Tenant's Insurance. During the Term of the Agreement, including all renewals, Tenant shall maintain, at Tenant's own expense, for the benefit of Tenant, and Landlord as additional insured, a Comprehensive General Liability insurance policy, which coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, with minimum coverage of \$1,000,000 per occurrence / \$2,000,000 aggregate. The coverage shall include broad form contractual liability, and comprehensive general liability for bodily injury and property damage, and product liability for bodily injury and property damage for the purpose of insuring against liability for damage or loss to property and against liability for personal injury or death, arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees. Such policy or policies shall contain a provision whereby Landlord must receive at least thirty (30) days prior written notice of any cancellation of Tenant's insurance coverage. Prior to the commencement of this Agreement, Tenant shall deliver to Landlord certificates, endorsements, or binders evidencing the existence of the insurance required herein.

b. Landlord's Insurance. Landlord shall, at Landlord's sole cost and expense, during the entire Term hereof, keep in full force and effect fire and extended insurance coverage for full replacement value of the Premises and improvements. In the event of a fire or other casualty the insurance proceeds shall be used to restore the Premises unless this lease is terminated.

c. Third Party Claims. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant which notice shall be accompanied by a copy of statement of the claim. Following the notice, Tenant shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

d. Liens. If any mechanic's or other lien is filed against any part of the Premises by reason of any labor, material or service furnished to Tenant or for any change, alteration addition or repair to the Premises made by Tenant, Tenant shall cause such lien to be released of record by payment, bond or otherwise as allowed by law, at Tenant's expense, within twenty (20) days after the filing thereof. Tenant shall, at its expense, defend any proceeding for the enforcement of any such lien, discharge any judgment thereon and hold harmless Landlord from all losses and expenses resulting there from, including reasonable counsel fees and other expenses incurred by Landlord, if Landlord elects to defend such proceeding.

e. Compliance. Landlord warrants that as of the Commencement Date, the Premises currently comply with all applicable federal, state, local or municipal laws, ordinances, codes, directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officials of the governmental agencies having jurisdiction or governmental subdivisions. Landlord shall indemnify and hold harmless Tenant from and against any and all claims, causes of action, demands, costs and expenses (including reasonable attorney's fees) damages and liability of any kind or nature arising out of the failure to comply with all applicable laws, ordinances, codes, directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officials of the governmental agencies having jurisdiction where such violation and/or non-compliance existed on or before the Commencement Date.

- i. **AMERICANS WITH DISABILITIES ACT.** Landlord warrants that the Premises as will be utilized by the Tenant, its agents, employees, servants, licensees and invitees complies with the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C., Section 1201, et seq. Any improvements required by ADA shall be made at Landlord's own expense. Any improvements made by Tenant shall be done in compliance with ADA. Landlord shall indemnify, defend and hold harmless Tenant against and from any and all claims, causes, actions, demands, damages and liability of any kind or nature, by, or on behalf of, any person, firm, corporation or association arising from any alleged violation of ADA, except as such allegations pertain to Tenant's improvements; and from all costs, attorney

fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

f. Environmental Indemnity. Tenant shall not permit the Premises to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials on the premises. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from Tenant's use of the Premises. If such environmental damage is discovered, and is confirmed by the New York Department of Environmental Conservation to have resulted from the Tenant's use, the Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage.

g. Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Premises or any improvements thereto, or any personal property of Landlord or Tenant, arising from any cause that (a) would be insured against under the terms of any property insurance required to be carried hereunder; or (b) is insured against under the terms of any property insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant.

h. Hold Harmless.

- i. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, causes, actions, demands, damages and liability of any kind or nature for injury to the property of others and personal injury or death of persons caused by, arising out of or in connection with Tenant's use of the Premises or any part thereof caused wholly or in part by any act or omission of Tenant, its customers, authorized agents, servants, employees, contractors or licensees, except that in no event shall Tenant indemnify or hold harmless Landlord against any claim, demand or damage arising out of the negligence of the Landlord, its agents, employees or invitees or with regard to items for which Landlord shall indemnify Tenant.
- ii. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage to any person or property happening on or about the Premises arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Premises or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.
- iii. Landlord agrees to defend, indemnify and hold harmless Tenant from and against any and all claims, causes, actions, costs and expenses of any kind (including without limitation, reasonable attorney's fees, expert's fees and consultant's fees) demands, losses, obligations, penalties, litigation, suits, proceedings, damages and liability of any kind or nature which may at any time be imposed upon, incurred by or awarded against Tenant for injury to the property of others and personal injury or death of persons caused by, arising from, out of or in connection with (a) by any act or omission caused wholly or in part of Landlord, its customers, authorized agents, servants, employees, contractors or licensees, or (b) any Hazardous Materials on, in or affecting the land or any part thereof that were present on, in, under, about, at or under the land prior to the Commencement Date of this Lease, or that were brought upon the land by Landlord or its agents or contractors or prior occupants or tenants of the Premises.
- iv. Landlord further agrees to indemnify, hold harmless and defend Tenant from and against all liabilities, claims, penalties, fines, forfeitures, suits and the costs and expenses incident thereto resulting from fire, explosion, leakage or any other hazard or event incident to the presence of above ground or underground storage tanks, hydraulic lifts, pollutants, contaminants, hazardous substances or wastes, or releases of environmental pollutants in, on, at or from the property that destroy or damage any property, cause death or bodily injury to any person, or contaminate or adversely affect groundwater, surface

water, soil or air, unless any such condition was caused solely by the Tenant's negligence.

- v. Landlord shall be responsible for the handling, removal and treatment of any Hazardous Materials on, in, about or under the land that are not caused by the acts or omissions of Tenant, its employees, agents or contractors. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101 as may be amended or supplemented) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302 as may be amended or supplemented), or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

- i. The indemnification provisions of this paragraph shall survive the termination of the Agreement.

9. Obligations of Landlord.

a. Landlord will maintain the structural components of the Premises without additional cost to Tenant. Tenant shall have at all times the right of ingress to and egress from the Premises. To ensure this right, Landlord shall make all reasonable efforts to keep adjacent areas to the Premises free and clear of all hazards and obstructions, natural or manmade.

b. Landlord warrants that the Premises are in full compliance with all zoning requirements and that Tenant's intended use does not contravene any local law or ordinances. In the event that local ordinances or regulations preclude, or substantially impede, restrict, or prohibit Tenant's use of the Premises or Tenant is unable to secure necessary business license(s), zoning approvals, building permits, special use permit, conditional use permit or a certificate of occupancy, Tenant may, at Tenant's option, terminate this Lease Agreement by giving ten (10) days written notice to Landlord in which event the rental payments shall be prorated as of the day specified in said notice and Tenant shall thereupon be released and discharged from the performance of all covenants, terms and conditions of this Lease Agreement.

c. Landlord further agrees without limiting Tenant's right to so terminate this Lease Agreement, that in the event any of the permitted uses are or become substantially impeded, restricted or prohibited, Tenant shall have the right at its option and at any time prior to Tenant's exercise of its right to terminate this Lease Agreement, to make any application prescribed by any governmental authority to permit or restore these uses or to contest the validity of any statute, ordinance, regulation or court decision impeding these uses at Tenant's own expense.

d. Quiet Enjoyment. Landlord warrants that it has good and marketable title to the leased Premises free and clear of all encumbrances and that it has the right to lease the Premises to Tenant. If Tenant is not in default and subject to the Lease terms, Landlord warrants that Tenant's peaceable and quiet enjoyment of the Premises shall not be disturbed by anyone during the Lease Term, any Renewal Term and any period of holding over without any hindrance or molestation by Landlord or any person claiming lawfully under Landlord, subject however, to the terms of this Lease Agreement.

10. Obligations of Tenant.

a. **Storage.** The Premises shall be used only as described in the Agreement.

b. **Maintenance.** Tenant shall maintain the Premises in a neat, clean and orderly condition.

c. **Damage.** Tenant shall be responsible for all damage to the Premises caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Premises caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Premises without first obtaining Landlord's written permission and obtaining any permits, if required.

d. **Tenant's Personal Property.** All personal property placed or moved into the Premises shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupants at the Airport. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored in the Premises is at Tenant's sole risk.

e. Compliance with Laws. Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Premises, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall exercise its best efforts to comply with all federal, state and local laws, ordinances, rules, and regulations protecting the environment. Tenant agrees to keep itself reasonably informed of future changes in the existing environmental laws. Tenant hereby expressly agrees to indemnify and hold Landlord harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorneys' fees, arising from or resulting out of, or in any way caused by, Tenant's sole failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate reasonably with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Surrender upon Termination.

- i. All furnishings, trade fixtures, equipment, machinery, signs and personal property erected or installed in the leased Premises by Tenant shall remain the property of Tenant during the Term of this Lease. Upon termination of this Lease Agreement, Tenant shall remove all of its furnishings, trade fixtures, signs, equipment, and personal property installed in the Premises by it and shall repair any excessive or unreasonable damages caused by such removal. All other improvements, additions or alterations made to the property by Tenant shall remain with the Premises and shall become property of the Landlord upon termination of this Lease without compensation paid to Tenant.
- ii. On the termination of the Agreement, for any reason other than as a result of a default in payment or performance by Tenant, Tenant shall immediately surrender possession of the Premises and shall remove all property therein, leaving the Premises in the same condition as when received, ordinary wear and tear expected. Tenant shall be liable for any and all damage to the Premises caused by use or negligence by Tenant or Tenant's agents, employees, or invitees. If Tenant fails to remove such items from the Premises and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs.

g. Compliance with All Resolutions, Rules, Regulations, and Standards. Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant or negatively affect Tenant's business. The parties agree that Tenant's use of the Premises and any rights conferred to Tenant in the Agreement shall be subject to Landlord's minimum standards, as amended from time to time, provided that no such rules, regulations, or standards shall interfere with or cause any derogation or infringement with or upon the rights and privileges granted to Tenant in the Agreement. Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

h. Signs. Tenant shall not erect or post any signs without the Landlord's written permission.

i. Covenant Not to Abandon. Tenant hereby covenants not to abandon the leased premises prior to expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Abandonment of the premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of Tenant property from the leased premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any abandonment of the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

j. Covenant Not to Vacate. Tenant hereby covenants to continuously occupy the premises and not to vacate the leased premises prior to the expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Vacating the premises shall be defined to include but not be limited to the withdrawal or cessation of operations or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of the Tenant's property from the leased premises, other than in the normal course of the Tenant's business. The Tenant acknowledges that any failure to occupy the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

k. Covenant of Continuous Operations. The Tenant hereby covenants that during the lease term, the Tenant will continue its operations for the entire length of the lease and not cease operations or leave the premises prematurely, without a Surrender Agreement with the Landlord in place. The Tenant acknowledges that any failure to so continuously operate will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

11. Nondiscrimination. Notwithstanding any other provision of this Agreement, during the performance of the Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for the Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises on the grounds of race, color, religion, sex, disability, age, or national origin.

b. In the construction of any improvements on, over, or under the Premises, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, or national origin.

c. Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Agreement and to reenter and repossess the Premises and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

12. Reservation of Rights by Landlord.

a. Development. Landlord reserves the right to further develop and improve the airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the airport, Landlord reserves the right upon reasonable notice to enter upon the Premises and make improvements to or on the Premises. Landlord shall make every effort to minimize the disruption of normal airport usage during periods of repair or further development of the airport.

b. Relocation. Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size Premises in other areas of the airport at Landlord's sole expense.

c. National Emergency. Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated during the tenancy by the government.

13. Right of Access and Inspection.

- a. Landlord will retain access to the Premises.
- b. Landlord shall have the right at any time to enter the Premises for inspections, security, emergencies, or maintenance.

14. Assurance Agreements. The Premises is subject to the terms of those certain assurances made to guarantee the public use of the airport as incident to grant agreements between Oneida County, New York, the State of New York, and the United States of America, as amended. The terms and provisions of the Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the assurance agreements and any existing or subsequent amendments to any of the provisions of the assurance agreements. Landlord represents, certifies, and warrants to Tenant that the terms and conditions of this Agreement do not presently so conflict with, and are not presently inconsistent with, any such assurances, and further represents, certifies, and warrants that if, at any time in the future, this Agreement or any part thereof should so conflict with or be inconsistent with any such assurances, Tenant shall have the right of immediate unilateral termination of this Agreement.

15. Federal Aviation Administration Requirements. In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in the Agreement as a condition precedent to (1) the granting of funds for the improvement of the airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to the Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to an increase in the Rent provided for in the Agreement or to agree to a reduction in size of the Premises, or a change in the authorized use to which Tenant has put the Premises without an adjustment in Rent.

16. Airspace. As a condition of the Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

17. No Grant of Exclusive Right or Privilege. Notwithstanding anything contained in the Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under the Agreement are nonexclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the airport. Nothing in the Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Premises in accordance with the Agreement.

18. Sub-Agreement, Sub-lease, and Assignment Prohibited.

a. Tenant shall not sub-agreement or sub-lease the Premises or assign the Agreement without prior written approval of Landlord, which approval will not be unreasonably withheld. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by the Agreement or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership in Tenant, without first obtaining the written consent of Landlord, which consent will not be unreasonably withheld. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of the Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, or any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by the Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of the Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of the Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

19. Condition of Premises. Tenant shall accept, and has accepted, the Premises in its present condition, AS IS, without any liability or obligation on the part of either Landlord or Tenant to make any alterations, improvements or repairs of any kind on or about the Premises.

20. Alterations; Liens.

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Premises without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Premises shall become Landlord's property and shall remain in the Premises at the termination of the Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part thereof under Tenant. If any such lien is filed against the premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.

b. Tenant agrees to pay all lawful and valid liens affecting Landlord's fee title to the Leasehold Premises placed against Tenant by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' fees incurred in the defense of any suit in discharging the Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by Tenant.

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the property by any persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises. All material men, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Premises to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

21. Events of Default.

a. **By Tenant.** The occurrence of any of the following shall constitute an event of default under the Agreement:

- i. Tenant fails to pay any part or all the money due Landlord under the Agreement, and such non-payment continues for a period of thirty (30) days after written notice;
- ii. Tenant fails to perform or breaches any term, covenant, or provision of the Agreement, except the payment of money, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from Landlord is delivered to Tenant;

b. **By Landlord.** Landlord's failure to perform or observe any of its Lease obligations, for a period of ten (10) business days after receiving written notice from Tenant shall be deemed a default of the provision(s) containing the obligation(s). Without further notice the Tenant may terminate this Lease unless such default is cured within ten (10) days after Landlord's receipt of such notice or, if the default is of such a nature that it cannot be cured within such period, Landlord takes the necessary steps to cure such default and thereafter diligently pursues to cure the default. If Landlord commits a default, Tenant may pursue any remedies given in this Lease or under the law.

22. Remedies of Default by Tenant. In the event of any default of the Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, with notice and demand to Tenant, if any:

a. Landlord shall have the right to terminate the Agreement and to enter upon and take possession of the Premises and any property of Tenant from the Premises without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Premises, and loss of Rent through the inability to re-let the Premises.

b. Landlord shall have the right to enter upon and take possession of the premises, and re-let the premises and receive the rents therefore without thereby terminating or avoiding the Agreement. Tenant agrees to pay Landlord on the due day of each month thereafter sums equivalent to the monthly Rent payment under the Agreement, less the avails of re-letting, if any.

c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' fees for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of the Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

d. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

e. All sums due under the Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of rents under the Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of the Agreement, other than the failure to pay the particular rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the rents.

23. Waiver of Breach. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

24. Notices. All notices to the parties shall be sent or delivered to that party at the following address. All notices shall be in writing and shall be delivered either by hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

Landlord: County of Oneida
Griffiss International Airport
Vernon Gray, Commissioner
592 Hangar Road, Suite 200
Rome, New York 13441

Tenant: Avis Budget Car Rental, LLC.
6 Sylvan Way
Parsippany, NJ 07054
Attn.: Properties Department

25. Miscellaneous Provisions.

a. **Successors Bound.** The Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of the Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.

b. **Construction of Agreement.** Words of any gender used in the Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in the Agreement are for convenience only and are not a part of the Agreement and do not in any way limit or expand the terms and provisions of the Agreement.

c. **Severability.** In the event that any provision of the Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to the Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in the Agreement, and all other provisions of the Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from the Agreement and such severance shall not invalidate any other provision of the Agreement or the Agreement itself.

d. Joint Obligations. If there is more than one person or entity signing the Agreement as Tenant, the obligations imposed by the Agreement on Tenant shall be joint and several.

e. Entire Agreement. The Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Premises shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

f. Written Modifications. No provision of the Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.

g. Venue; Law. Venue for all court proceedings to enforce or interpret the Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

h. Relationship of Parties. Tenant shall never at any time during the term of the Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in the Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

i. Attorneys' Fees. It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the losing party.

Griffiss International Airport



Oneida County Department of Aviation
592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

FN 20

10 - 335

W. VERNON GRAY, III
Commissioner of Aviation

September 14, 2010

AIRPORT

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

WAYS & MEANS

Re: **AGREEMENT – MIDWEST ATC SERVICE, INC.**

Dear Mr. Picente,

As you are aware, Freeman Holdings d/b/a Million Air has requested that the County seek to extend the operating hours of the Air Traffic Control Tower (ATCT) for the purpose of facilitating additional fuel sales business, e.g., U.S. Air Force KC-10 aircraft operations and other military traffic. Such military traffic, as a matter of policy, prefers to only use airports at which the Tower is open and controlling aircraft arrivals and departures. The ATCT operator, Midwest ATC Service, Inc., has agreed to extend its operating hours from 14 to 22 hours on five (5) days a week.

The enclosed Agreement with the Midwest ATC Service, Inc., is submitted.

Sincerely,

W. Vernon Gray, III
Commissioner of Aviation

RECEIVED
ONEIDA COUNTY LEGISLATURE

2010 SEP 14 AM 1:10

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

Anthony J. Picente, Jr.
County Executive

Date 9/14/10

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Midwest ATC Services Inc.

Title of Activity or Service: **Extended Operating Hours**

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Contract to extend the operating hours of the ATCT.

2) Program/Service Objectives and Outcomes:

Extended hours to accommodate military aircraft traffic.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$112,800.00**

Oneida County Department Funding Recommendation:

Account # A5620

Proposed Funding Source: Federal N/A State N/A County \$112,800.00

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

AGREEMENT FOR EXTENSION OF OPERATIONS AT ROME, NY

This AGREEMENT FOR EXTENSION OF OPERATIONS AT ROME, NY ("Agreement") is made and entered into on this ___ day of _____, 2010, by and between the County of Oneida ("County"), a municipal corporation organized and existing under the laws of the State of New York with its principal place of business located at 800 Park Avenue, Utica, New York, 13501 and Midwest ATC Service, Inc. ("Midwest"), a Kansas corporation with offices at 7285 W. 132nd St., Suite 340, Overland Park, Kansas 66213.

IN CONSIDERATION of the mutual promises, covenants, understandings and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

Section 1. Purpose

The County of Oneida is the owner and operator of the Griffiss International Airport ("Airport"). The County desires an extension of operating hours to support the United States Air Force (USAF). Midwest is ready, willing, and able to provide the services desired by the County.

Section 2. Responsibilities of Midwest

Midwest shall provide, in addition to services already contracted with the Federal Aviation Administration at Rome, NY, extended operating hours for the duration of this agreement. The extended operating hours will be from 9:00 PM to 5:00 AM Sunday through Thursday each week. There will be no further extensions beyond this agreement.

Section 3. Compensation

For the Services to be rendered under this Agreement, the County shall pay to Midwest: (1) \$9,400 flat fee for the month prior to the commencement of the extended operating hours (2) \$9,400.00 per month upon the commencement of extended operating hours from 9:00 PM to 5:00 AM, Sunday through Thursday each week. The monthly billing amount may be adjusted from time to time to cover changes in labor costs, as approved by the FAA via DOL Wage Determinations or standard 3.3% annual increase, whichever is the greater of the two. Invoices are due and payable within 30 days of invoice receipt.

Section 4. Term

The term of this Agreement shall be for a period of one (1) year commencing October 1, 2010, and terminating on September 30, 2011, with the option to extend the agreement for one calendar year if both parties agree. If the extended operating hours remain in

effect past September 30, 2011 without a signed extension agreement, the County will continue to pay the monthly fee until the agreement is terminated or an extension is signed. This agreement may be terminated upon 90 days written notice if it is determined that the requirement for extended operating hours no longer exists

Section 5. Indemnity

Notwithstanding any limitation regarding indemnity and/or contribution which exists under the laws of the State of Kansas, the parties agree the County shall not be responsible for damages or injuries to persons that may arise from or be incident to the performance of this Agreement, or for damages to the property of Midwest or for injuries to Midwest or its officers, agents, servants or employees, or others who may be on Airport premises at their invitation or the invitation of any one of them, arising from or incident to the performance of this Agreement.. Midwest shall defend, indemnify and hold the County, its employees, agents and representatives harmless against any and all liability, claims, and demands for injury to or death of person or persons, and for loss or damage to property, occurring in connection with or in any way incident to or arising out of acts or omissions of Midwest officers, agents, servants, or employees in the performance of this Agreement and use of Airport premises and facilities; provided, however, the provisions of this section do not apply where damage to property or injury to persons is proven to have arisen directly and exclusively from faulty equipment not owned or maintained by Midwest and used in connection with the performance of this Agreement.

Section 6. Insurance

Midwest shall maintain comprehensive general liability insurance, air traffic control professional errors and omissions insurance and statutorily required insurance, naming the County, its officers, agents, and employees as additional insured, except as otherwise required by statute, in the following minimum amounts:

Air Traffic Control Professional Errors and Omissions	\$10M
General Liability	\$10M
Workers' Compensation	Per State Law
Company Owned Vehicles	Per State Law

Air traffic control professional errors and omissions insurance shall include personal injury and accident coverage. This policy shall cover only the air traffic control occurrence. A certificate showing the required insurance to be in full force and effect shall be provided to the County prior to the commencement of Services under this Agreement. Midwest shall require its insurer to notify the County in writing at least thirty (30) days prior to cancellation, modification or refusal to renew such policy.

Section 7. Miscellaneous

(a) Midwest may not assign this Agreement or any of its obligations hereunder, without the County's written consent. The County is under no obligation to consent to any assignment.

(b) This Agreement shall be governed in all respects and the legal relationships between the parties shall be determined in accordance with the law of the State of Kansas without regard to the internal conflicts of laws, statutes or case law thereof which would otherwise govern the law applicable to this Agreement. If any term or provision of the Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

(c) The terms and provisions of this Agreement shall be binding upon Midwest, its successors and assigns, and shall inure to the benefit of the County, its successors and assigns.

(d) This Agreement has been drafted by both parties, and shall not be interpreted in favor of or against either party.

(e) In any legal action or proceeding related to this Agreement, the tribunal shall award the prevailing party attorneys' fees, costs, and expenses, including those incurred on appeal and in the enforcement of judgment.

(f) Notices to the parties shall be given at the below addresses, unless and until a party designates in writing some other place

For the County of Oneida: Griffiss International Airport
Attn: Vernon Gray
592 Hangar Road, Suite 200
Rome, NY 13441

With copy to: Oneida County Executive
Oneida Office Building
800 Park Avenue, 10th Floor
Utica, NY 13501

And: Oneida County Department of Law
Oneida Office Building
800 Park Avenue, 10th Floor
Utica, NY 13501

For Midwest: Midwest ATC Service, Inc.
Attn: Shane Cordes
7285 W. 132nd St. Suite 340
Overland Park, KS 66213

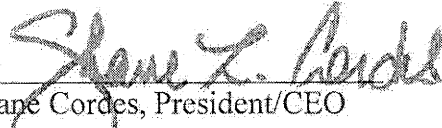
(g) The signatories to this Agreement verify they have read the complete Agreement, understand its contents, and have full authority to bind and do hereby bind their respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures, the day and year above mentioned.

County of Oneida, NY

Midwest ATC Service, Inc.

By _____
Anthony J. Picente, Jr.
County Executive

By 
Shane Cordes, President/CEO



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

LINDA M.H. DILLON
COUNTY ATTORNEY

September 13, 2010

FN 20 10 - 336

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

WAYS & MEANS

RE: Jacoby v. County of Oneida, et al.

Dear Mr. Picente:

I enclose herewith a letter from Attorney Bartle J. Gorman, the County's counsel in the above referenced matter, recommending that this lawsuit be settled for \$50,000.00.

The details are as set forth in Mr. Gorman's letter. The recommendation of settlement is made in the interests of avoiding what could prohibitive defense attorneys' fees and the risk of an award of damages and attorney fees to Mr. Jacoby's attorney.

I ask that you forward this matter to the attention of the Board of Legislators for consideration and approval at their **September 29, 2010** regular session.

Thank you.

Very truly yours,

Linda M.H. Dillon
County Attorney

Cc: Bartle J. Gorman, Esq.

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

Anthony J. Picente, Jr.
County Executive

Date 9/14/10

GORMAN, WASZKIEWICZ, GORMAN AND SCHMITT
ATTORNEYS AND COUNSELORS AT LAW
1508 GENESEE STREET
UTICA, NEW YORK 13502-5178

BARTLE J. GORMAN
WILLIAM P. SCHMITT Δ
Δ Also admitted in Utah

(315) 724-2147
FAX (315) 724-1183
gwgs@gwgs-law.com

BARTLE GORMAN (1897-1974)
EDWIN A. WASZKIEWICZ (1917-1998)

August 31, 2010

Linda M. H. Dillon, Esq.
Oneida County Attorney
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

Re: Jacoby v. County of Oneida, et al.
Our File No. 3712

Dear Ms. Dillon:

This case against Oneida County, Sheriff Middaugh, Captain Gabrielle Liddy, Sgt. Scott Carey, Correction Officer Jack Breen, Correction Officer Jon Heaney is ready to be tried before United States District Court Judge Frederick Scullin and a jury. Magistrate Judge Andrew Baxter is monitoring the file. Judge Baxter has appointed Timothy J. Fennell, Esq. of Oswego, New York to represent Brent Jacoby. During the process of conferences with the appointed attorney and Magistrate Baxter, demands for settlement issued by the plaintiff, Brent Jacoby, have gone down. I can settle the claims and secure a general release of all defendants for the sum of \$50,000. I request approval of settlement based upon the following information.

Motions for summary judgment were partially successful and eliminated Undersheriff Paravati, Lt. Helen Heim, Medical Coordinator Donald Stock, and Nurse Beatrice Stressel from the law suit. As to the defendants listed above, questions of fact remain.

The claims against the defendants are dissimilar such that independent attorneys will have to now be engaged to appropriately try the case. It appears that a minimum of four additional lawyers will be required. This will be a considerable cost since trial preparation and trial will involve extensive effort.

The claims against the Corrections Officers deal with claims of excessive force and the inappropriate and unconstitutional application of the deprivation policy employed by the Oneida County Sheriff's Department.

The claims against Sheriff Middaugh and Oneida County deal with the deprivation policy and charge that it is, in fact, unconstitutional.

Ms. Dillon
Page 2
August 31, 2010

The claims against the individual officers dealing with excessive force and employment of the policy are more defensible, but nevertheless, based upon the mixed decision on the summary judgment motion, those claims will also be considered by a jury.

Timothy J. Fennell as the appointed attorney is an experienced trial attorney, and I believe will do his utmost to secure a successful outcome for the plaintiff on at least one count. Should the plaintiff prevail on any one count, there will be an application for attorney's fees. At present attorney's fees are awarded to a prevailing party at a rate of \$225 per hour based on the load star of the Federal District Court for the Northern District of New York.

I believe it is appropriate for the County to now authorize settlement. The case can be settled for \$50,000. If the case is going to trial, four additional attorneys will need to be hired and brought up to speed in order to protect the defendants involved in this claim. I would continue to represent Oneida County and Sheriff Middaugh, the other four attorneys would take on responsibility for Captain Liddy and the other Correction Officers with regard to application of the potentially unconstitutional deprivation policy as well as claims of the employment of excessive force to a non-sentenced prisoner.

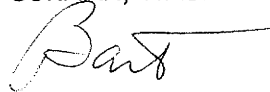
If the plaintiff is successful, the amount of damages could well exceed the \$60,000 demand. In addition, the application for attorney's fees I would estimate would exceed \$40,000 based upon the length of time for the trial. In addition, consideration must be given to the fact that this case is expected to be tried in Syracuse, New York where Judge Scullin's chambers are located. There will thus be expense of transportation in bringing witnesses to Court. The trial is estimated to take one week. If the matter is not settled, the attorneys who are added to the case will need time to prepare pretrial submissions, trial memoranda, and request for jury charge.

At this time, I would ask that this recommendation be submitted and I will be prepared to appear and answer any questions or concerns.

Thank you for your attention to this matter.

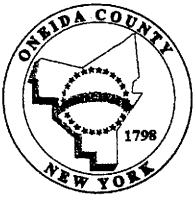
Very truly yours,

GORMAN, WASZKIEWICZ, GORMAN & SCHMITT



Bartle J. Gorman

BJG:sjh



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE JR.

County Executive
ce@ocgov.net

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

FN 20 10 - 337

September 8, 2010

WAYS & MEANS

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

RECEIVED
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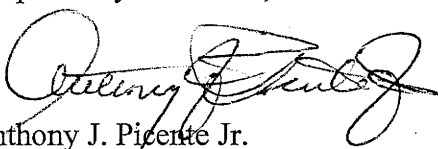
Honorable Members:

I recommend the appointment of Eric Linders to the Upper Mohawk Valley Regional Water Finance Authority. This is a three (3) year term, to expire on December 31, 2011.

Eric Linders 9827 Mallory Road
Sauquoit N.Y. 13456

Please review and approve at your **September 29, 2010** Board meeting.

Respectfully submitted,


Anthony J. Picente Jr.
Oneida County Executive