

# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION October 8, 2014

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2014-322 . . .	Ways & Means .....	
2014-323 . . .	Airport, Ways & Means.....	
2014-324 . . .	Airport, Ways & Means.....	
2014-325 . . .	Government Operations, Ways & Means.....	
2014-326 . . .	Government Operations, Ways & Means.....	
2014-327 . . .	Government Operations, Ways & Means.....	
2014-328 . . .	Public Works, Ways & Means.....	
2014-329 . . .	Public Safety, Ways & Means.....	
2014-330 . . .	Public Safety, Ways & Means.....	
2014-331 . . .	Public Safety, Ways & Means.....	
2014-332 . . .	Public Safety, Ways & Means.....	
2014-333.1 . . .	Public Safety, Ways & Means.....	
2014-333.2 . . .	Public Safety, Ways & Means.....	
2014-334 . . .	Health & Human Services, Ways & Means.....	
2014-335 . . .	Health & Human Services, Ways & Means.....	
2014-336 . . .	Health & Human Services, Ways & Means.....	

AVAILABLE ON WEBSITE ONLY  
[www.ocgov.net](http://www.ocgov.net)

JOSEPH J. TIMPANO  
Comptroller



SHERYL A. BROWN  
Deputy Comptroller

DEBORAH S. JOANIS  
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5780 ♦ Fax: (315) 798-6415  
E-Mail: jtimpano@ocgov.net

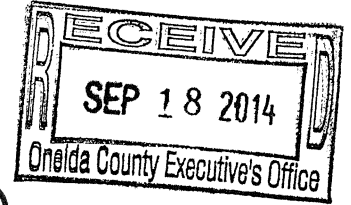
MEMO

TO: ANTHONY J. PICENTE, JR.  
COUNTY EXECUTIVE *Tony*

FROM: JOSEPH J. TIMPANO  
COMPTROLLER *Joe*

DATE: September 17, 2014

RE: CLOSURE OF CAPITAL PROJECTS



FN 20 14-322

WAYS & MEANS

During the last several months, my department has performed a forensic accounting of 89 capital projects. Through our efforts, we were able to identify for closure 12 of these capital projects. These 12 projects have a combined total of \$101,480 in unused, unspent funds. Upon approval of the board to commence closure, the \$101,480 will be transferred to our Debt Service Fund for payment of bonds.

I respectfully request you forward this to the appropriate committees and full Board of Legislators for approval to close projects and effectuate said transfer.

Thank you.

Cc: Sheryl Brown, Deputy Comptroller  
Debbie Joanis, Deputy Comptroller Admin.  
Dee Elliott, Auditor III

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

Anthony J. Picente, Jr.  
County Executive

Date 9/18/14

## 2014 PROPOSED CAPITAL CLOSURES

			RECEIPTS	EXPENDITURES	NET
1	H340	Emergency Services - E911 Cell Phone Enhancements	2,623,144.26	2,622,978.41	\$ 165.85
2	H373	Consol County Road Phase 3	19,365,000.00	19,365,000.00	\$ -
3	H376	DPW - Const/Maint/Snow Equip Phase 3	3,545,520.00	3,545,520.00	\$ -
4	H377	DPW - Light Duty Equipment Phase 3	549,800.00	549,702.25	\$ 97.75
5	H445	Sheriff - Video Surveillance Security System	99,745.00	99,714.69	\$ 30.31
6	H455	MVCC Bldg 221 Modification;s (Airport)	200,000.00	192,337.70	\$ 7,662.30
7	H457	Sheriff - Law Enforce & Terrorism Prev - 2010	138,713.00	138,713.00	\$ -
8	H464	Planning DOL Sauquoit Creek Cleanup	80,731.64	80,731.64	\$ -
9	H483	Court House Water Damage Repairs 2013	370,703.08	370,703.08	\$ -
10	H484	Emergency Services Hazardous Materials 2012	31,997.88	31,847.65	\$ 150.23
11	H485	MVCC Boiler Replacement	306,626.00	213,252.00	\$ 93,374.00
12	H493	Emergency Services - DHS FY 2013 Grant	180,000.00	180,000.00	\$ -
		<b>Total of closed projects to be transferred to Debt Service Fund</b>	<b>27,491,980.86</b>	<b>27,390,500.42</b>	<b>\$ 101,480.44</b>

# Revenue / Appropriation Analysis Report

Reporting for fund H, selected departments, for dates from 01/01/99 to 12/31/14 for fiscal year All

Department : 340 - H - Emergency Svcs - E-911 Cell Phone Enhancements

### Revenue Analysis

Account	Description	Estimated Revenue	Receipts	Revenue Remaining	Percentages	
					Rcvd	Remaining
H340-3597	State Aid 911 Enhancement - Capital (3597)	\$2,623,143.82	\$2,623,144.26	(\$0.44)	100.00	0.00
H340-5031	Transfer from General Fund	\$0.00	\$0.00	\$0.00		
Total:		\$2,623,143.82	\$2,623,144.26	\$0.00	(\$0.44)	

### Appropriation Analysis

Account	Description	Budget Amount	Expenditures	Outstanding Encumbrances	Unencumbered Balance	Percentages	
						Used	Remaining
H340	911 Cell Phone System Enhancement	\$2,623,143.82	\$2,622,978.41		\$165.41	99.99	0.01
Total:		\$2,623,143.82	\$2,622,978.41	\$0.00	\$165.41		

### Encumbrance Summary

Journal	Open Date	Status	Account Number	Description	Vendor	Original Encumbrance	Outstanding Balance
---------	-----------	--------	----------------	-------------	--------	----------------------	---------------------

Totals:

Total of outstanding encumbrances:

End of report

# Revenue / Appropriation Analysis Report

Reporting for fund H, selected departments, for dates from 01/01/99 to 12/31/14 for fiscal year All

Department : 373 - H - Consol County Road Phase 3

### Revenue Analysis

Account	Description	Estimated	Receipts	Revenue	Percentages
		Revenue		Remaining	Revd
H373-5710	Bonds - Consol County Road Phase 3	\$0.00	\$0.00	\$0.00	
H373-5710/31	Issue#31 9/05/07	\$3,500,000.00	\$3,500,000.00	\$0.00	100.00
H373-5710/32	Issue#32 4/15/08	\$3,500,000.00	\$3,500,000.00	\$0.00	100.00
H373-5710/36	Issue #36 8/01/09	\$3,500,000.00	\$3,500,000.00	\$0.00	100.00
H373-5710/39	Issue #39 05/26/10	\$3,640,000.00	\$3,640,000.00	\$0.00	100.00
H373-5710/40	MBBA Bab's Issue #40 A, B 05/10/11	\$3,000,000.00	\$3,000,000.00	\$0.00	100.00
H373-5710/42	Issue #42 5/1/12	\$2,225,000.00	\$2,225,000.00	\$0.00	100.00
Total:		\$19,365,000.00	\$19,365,000.00	\$0.00	\$0.00

### Appropriation Analysis

Account	Description	Budget	Expenditures	Outstanding	Unencumbered	Percentages
		Amount		Encumbrances	Balance	Used
H373	Consol County Road Phase 3	\$19,365,000.00	\$19,365,000.00		\$0.00	100.00
Total:		\$19,365,000.00	\$19,365,000.00	\$0.00	\$0.00	

### Encumbrance Summary

Journal	Open Date	Status	Account Number	Description	Vendor	Original Encumbrance	Outstanding Balance
---------	-----------	--------	----------------	-------------	--------	----------------------	---------------------

Totals:

Total of outstanding encumbrances:

# Revenue / Appropriation Analysis Report

Reporting for fund H, selected departments, for dates from 01/01/99 to 12/31/14 for fiscal year All

Department : 376 - H - DPW - Const/Maint/Snow Equip Phase 3

### Revenue Analysis

Account	Description	Estimated Revenue	Receipts	Revenue Remaining	Rcvd	Percentages Remaining
H376-5710	Bonds - Const/Maint/Snow Equip Phase 3	\$0.00	\$0.00	\$0.00		
H376-5710/31	Issue#31 9/05/07	\$551,500.00	\$551,500.00	\$0.00	100.00	
H376-5710/32	Issue#32 4/15/08	\$602,000.00	\$602,000.00	\$0.00	100.00	
H376-5710/36	Issue #36 8/01/09	\$375,000.00	\$375,000.00	\$0.00	100.00	
H376-5710/39	Issue #39 05/26/10 MBBA Bab's	\$755,000.00	\$755,000.00	\$0.00	100.00	
H376-5710/40	Issue #40 A, B 05/10/11	\$700,000.00	\$700,000.00	\$0.00	100.00	
H376-5710/42	Issue #42 5/1/12	\$562,020.00	\$562,020.00	\$0.00	100.00	
Total:		\$3,545,520.00	\$3,545,520.00	\$0.00	\$0.00	

### Appropriation Analysis

Account	Description	Budget Amount	Expenditures	Outstanding Encumbrances	Unencumbered Balance	Percentages Used	Remaining
H376	Const/Maint/Snow Equip Phase 3	\$3,545,520.00	\$3,545,520.00		\$0.00	100.00	
Total:		\$3,545,520.00	\$3,545,520.00	\$0.00	\$0.00		

End of report

# Revenue / Appropriation Analysis Report

Reporting for fund H, selected departments, for dates from 01/01/99 to 12/31/14 for fiscal year All

Department : 377 - H - DPW - Light Duty Equipment Phase 3

### Revenue Analysis

Account	Description	Estimated Revenue	Receipts	Revenue		Percentages	
				Remaining		Rcvd	Remaining
H377-5031	Inter-Fund Transfers (Revenue)	\$76,500.00	\$76,500.00	\$0.00		100.00	
H377-5710	Bonds - Light Duty Equipment Phase 3	\$90,000.00	\$0.00	\$90,000.00			100.00
H377-5710/31	Issue#31 9/05/07	\$153,700.00	\$153,700.00	\$0.00		100.00	
H377-5710/32	Issue#32 4/15/08	\$54,800.00	\$54,800.00	\$0.00		100.00	
H377-5710/39	Issue #39 05/26/10	\$80,000.00	\$80,000.00	\$0.00		100.00	
H377-5710/40	MBBA Bab's Issue #40 A, B 05/10/11	\$0.00	\$90,000.00	(\$90,000.00)			
H377-5710/43	Issue#43 3/15/13	\$94,800.00	\$94,800.00	\$0.00		100.00	
Total:		\$549,800.00	\$549,800.00	\$0.00	\$0.00		

### Appropriation Analysis

Account	Description	Budget Amount	Expenditures	Outstanding Encumbrances	Unencumbered Balance	Percentages	
						Used	Remaining
H377	Light Duty Equipment Phase 3	\$549,800.00	\$549,702.25		\$97.75	99.98	0.02
Total:		\$549,800.00	\$549,702.25	\$0.00	\$97.75		

### Encumbrance Summary

Journal	Open Date	Status	Account Number	Description	Vendor	Original Encumbrance	Outstanding Balance
---------	-----------	--------	----------------	-------------	--------	----------------------	---------------------

Totals:

Total of outstanding encumbrances:

# Revenue / Appropriation Analysis Report

Reporting for fund H, selected departments, for dates from 01/01/99 to 12/31/14 for fiscal year All

Department : 445 - H - Sheriff - Video Surveillance Security System

## Revenue Analysis

Account	Description	Estimated Revenue	Receipts	Revenue Remaining	Percentages	
					Rcvd	Remaining
H445-5710	Bonds - Sheriff Video Surveillance Security System	\$0.00	\$0.00	\$0.00		
H445-5710/39	Issue #39 05/26/10 MBBA Bab's	\$99,745.00	\$99,745.00	\$0.00	100.00	
Total:		\$99,745.00	\$99,745.00	\$0.00	\$0.00	

## Appropriation Analysis

Account	Description	Budget Amount	Expenditures	Outstanding Encumbrances	Unencumbered Balance	Percentages	
						Used	Remaining
H445	Sheriff Video Surveillance Security System	\$99,745.00	\$99,714.69		\$30.31	99.97	0.03
Total:		\$99,745.00	\$99,714.69	\$0.00	\$30.31		

End of report



# Revenue / Appropriation Analysis Report

Reporting for fund H, selected departments, for dates from 01/01/99 to 12/31/14 for fiscal year All

Department : 455 - H - MVCC Bldg 221 Modifications (Airport)

### Revenue Analysis

Account	Description	Estimated Revenue	Receipts	Revenue Remaining	Percentages	
					Rev'd	Remaining
H455-5710	Bonds - H - MVCC Bldg 221 Modifications (Airport)	\$200,000.00	\$0.00	\$200,000.00		100.00
H455-5710/40	Issue #40 A, B 05/10/11	\$0.00	\$200,000.00	(\$200,000.00)		
Total:		\$200,000.00	\$200,000.00	\$0.00	\$0.00	

### Appropriation Analysis

Account	Description	Budget Amount	Expenditures	Outstanding Encumbrances	Unencumbered Balance	Percentages	
						Used	Remaining
H455	MVCC Bldg 221 Modifications (Airport)	\$200,000.00	\$192,337.70		\$7,662.30	96.17	3.83
Total:		\$200,000.00	\$192,337.70	\$0.00	\$7,662.30		

### Encumbrance Summary

Journal	Open Date	Status	Account Number	Description	Vendor	Original Encumbrance	Outstanding Balance
---------	-----------	--------	----------------	-------------	--------	----------------------	---------------------

Totals:

Total of outstanding encumbrances:

End of report

# Revenue / Appropriation Analysis Report

Reporting for fund H, selected departments, for dates from 01/01/99 to 12/31/14 for fiscal year All

Department : 457 - H - Sheriff - Law Enforce & Terrorism Prev - 2010

### Revenue Analysis

Account	Description	Estimated Revenue	Receipts	Revenue Remaining	Percentages	
					Rcvd	Remaining
H457-3597	State Aid Miscellaneous - Capital (3597)	\$138,713.00	\$138,713.00	\$0.00	100.00	
Total:		\$138,713.00	\$138,713.00	\$0.00		

### Appropriation Analysis

Account	Description	Budget Amount	Expenditures	Outstanding Encumbrances	Unencumbered Balance	Percentages	
						Used	Remaining
H457	Sheriff - Law Enforce & Terrorism Prevent - 2010	\$138,713.00	\$138,713.00		\$0.00	100.00	
Total:		\$138,713.00	\$138,713.00	\$0.00	\$0.00		

### Encumbrance Summary

Journal	Open Date	Status	Account Number	Description	Vendor	Original Encumbrance	Outstanding Balance
---------	-----------	--------	----------------	-------------	--------	----------------------	---------------------

Totals:

Total of outstanding encumbrances:

End of report

**Revenue / Appropriation Analysis Report**

Reporting for fund H, selected departments, for dates from 01/01/99 to 12/31/14 for fiscal year All

Department : 464 - H - Planning DOL Sauquoit Creek Cleanup

**Revenue Analysis**

Account	Description	Estimated Revenue	Receipts	Revenue Remaining	Percentages	
					Rev'd	Remaining
H464-3597	State Aid Miscellaneous - Capital (3597)	\$405,728.00	\$80,731.64	\$324,996.36	19.90	80.10
Total:		\$405,728.00	\$80,731.64	\$0.00	\$324,996.36	

**Appropriation Analysis**

Account	Description	Budget Amount	Expenditures	Outstanding Encumbrances	Unencumbered Balance	Percentages	
						Used	Remaining
H464	Planning DOL Sauquoit Creek Cleanup	\$405,728.00	\$80,731.64		\$324,996.36	19.90	80.10
Total:		\$405,728.00	\$80,731.64	\$0.00	\$324,996.36		

End of report

# Revenue / Appropriation Analysis Report

Reporting for fund H, selected departments, for dates from 01/01/99 to 12/31/14 for fiscal year All

Department : 483 - H - Court House - Water Damage Repairs 2013

## Revenue Analysis

Account	Description	Estimated Revenue	Receipts	Revenue Remaining	Percentages	
					Rcvd	Remaining
H483-2770	Insurance Proceeds	\$335,704.00	\$335,703.08	\$0.92	100.00	0.00
H483-5031	Transfer from General Fund	\$35,000.00	\$35,000.00	\$0.00	100.00	
	Total:	\$370,704.00	\$370,703.08	\$0.00	\$0.92	

## Appropriation Analysis

Account	Description	Budget Amount	Expenditures	Outstanding Encumbrances	Unencumbered Balance	Percentages	
						Used	Remaining
H483	Courthouse - Water Damage Repairs 2013	\$370,704.00	\$370,703.08		\$0.92	100.00	0.00
	Total:	\$370,704.00	\$370,703.08	\$0.00	\$0.92		

End of report

# Revenue / Appropriation Analysis Report

Reporting for fund H, selected departments, for dates from 01/01/99 to 12/31/14 for fiscal year All

Department : 484 - H - Emergency Svcs - Hazardous Materials - 2012

### Revenue Analysis

Account	Description	Estimated Revenue	Receipts	Revenue Remaining	Percentages Rcvd	Percentages Remaining
H484-3597	State Aid Miscellaneous - Capital (3597)	\$32,000.00	\$31,997.88	\$2.12	99.99	0.01
Total:		\$32,000.00	\$31,997.88	\$0.00		\$2.12

### Appropriation Analysis

Account	Description	Budget Amount	Expenditures	Outstanding Encumbrances	Unencumbered Balance	Percentages Used	Percentages Remaining
H484	Emergency Svcs - Hazardous Materials - 2012	\$32,000.00	\$31,847.65		\$152.35	99.52	0.48
Total:		\$32,000.00	\$31,847.65	\$0.00	\$152.35		

End of report

# Revenue / Appropriation Analysis Report

Reporting for fund H, selected departments, for dates from 01/01/99 to 12/31/14 for fiscal year All

Department : 485 - H - MVCC Boiler Replacement

### Revenue Analysis

Account	Description	Estimated Revenue	Receipts	Revenue Remaining	Percentages	
					Rcvd	Remaining
H485-3597	State Aid - MVCC Boiler Replacement	\$200,000.00	\$106,626.00	\$93,374.00	53.31	46.69
H485-5031	Transfer From General	\$200,000.00	\$200,000.00	\$0.00	100.00	
Total:		\$400,000.00	\$306,626.00	\$0.00	\$93,374.00	

### Appropriation Analysis

Account	Description	Budget Amount	Expenditures	Outstanding Encumbrances	Unencumbered Balance	Percentages	
						Used	Remaining
H485	H - MVCC Boiler Replacement	\$400,000.00	\$213,252.00		\$186,748.00	53.31	46.69
Total:		\$400,000.00	\$213,252.00	\$0.00	\$186,748.00		

### Encumbrance Summary

Journal	Open Date	Status	Account Number	Description	Vendor	Original Encumbrance	Outstanding Balance
---------	-----------	--------	----------------	-------------	--------	----------------------	---------------------

Totals:

Total of outstanding encumbrances:

End of report

# Revenue / Appropriation Analysis Report

Reporting for fund H, selected departments, for dates from 01/01/99 to 12/31/14 for fiscal year All

Department : 493 - H - Emergency Svcs DHS FY2013 grant

### Revenue Analysis

Account	Description	Estimated Revenue	Receipts	Revenue Remaining	Percentages	
					Rcvd	Remaining
H493-3597	State Aid Miscellaneous - Capital (3597)	\$180,000.00	\$180,000.00	\$0.00	100.00	
Total:		\$180,000.00	\$180,000.00	\$0.00		

### Appropriation Analysis

Account	Description	Budget Amount	Expenditures	Outstanding Encumbrances	Unencumbered Balance	Percentages	
						Used	Remaining
H493	H - Emergency Svcs DHS FY2013 grant	\$180,000.00	\$180,000.00		\$0.00	100.00	
Total:		\$180,000.00	\$180,000.00	\$0.00	\$0.00		

End of report

# Griffiss International Airport



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

ANTHONY J. PICENTE, JR.  
County Executive

FN 20 14-323 RUSSELL STARK  
Commissioner of Aviation

September 29, 2014

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

**AIRPORT**

**WAYS & MEANS**

Dear County Executive Picente:

The Federal Aviation Administration (FAA) has announced the winners of this current round of funding for capital projects. Griffiss International Airport has secured funding for two critical projects ensuring future growth. The grant will be used to complete the construction of Taxiway Rehab Phase III and the Design of the Phase IV Taxiway rehabilitation.

This grant will provide funding for 90% of the project, along with 5% from New York State and a 5% Oneida County match.

It is therefore necessary to amend Capital Project H-489 – Griffiss Intl. – Phase III Taxiway Reconstruction and Phase IV Taxiway Design, as follows:

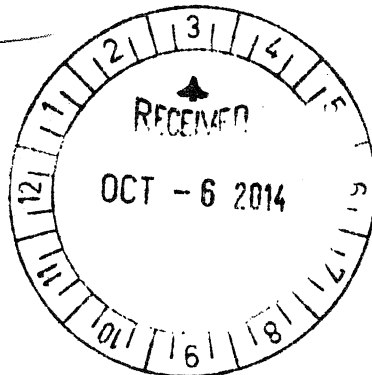
	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
Federal Aid – FAA	\$ 4,468,095.	\$ 4,567,500.	\$ 9,035,595.
State Aid – FAA	\$ 248,228.	\$ 253,750.	\$ 501,978.
Bonds	\$ 248,228.	\$ 253,750.	\$ 501,978.
Total	\$ 4,964,551.	\$ 5,075,000.	\$10,039,551

Thank you for the Board's time and attention to this request.

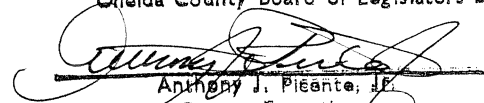
Sincerely,

  
Russell Stark  
Commissioner of Aviation

CC: Comptroller  
County Attorney  
Budget  
dmn/MCL



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

  
Anthony J. Picente, Jr.  
County Executive  
Date 10/6/14



# Griffiss International Airport



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

FN 20 141-324

ANTHONY J. PICENTE, JR.  
County Executive

RUSSELL STARK  
Commissioner of Aviation

September 29, 2014

## AIRPORT

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

## WAYS & MEANS

Dear County Executive:

The Federal Aviation Administration (FAA) has announced the winners of this current round of funding for capital projects. Griffiss International Airport has secured funding for a critical project ensuring future growth. The grant will be used to complete Phase 2 of Nose Dock 785.

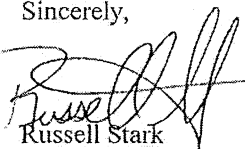
This grant will provide funding for 90% of the project, along with 5% from New York State and a 5% Oneida County match.

It is therefore necessary to amend Capital Project H-488 – Griffiss Intl. – Nose Dock 785 Rehab as follows:

	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
Federal Aid – FAA	\$ 2,472,432.	\$ 1,552,500.	\$ 4,024,932.
State Aid – FAA	\$ 137,358.	\$ 86,250.	\$ 223,608.
Bonds	\$ 137,358.	\$ 86,520.	\$ 223,608.
Total	\$ 2,747,148.	\$ 1,725,000.	\$ 4,472,148.

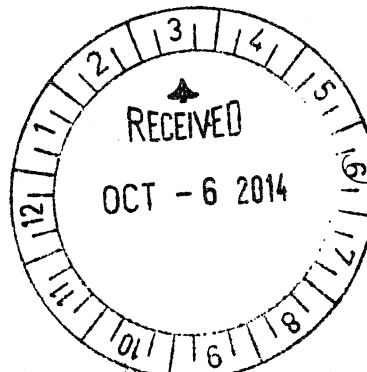
Thank you for the Board's time and attention to this request.

Sincerely,

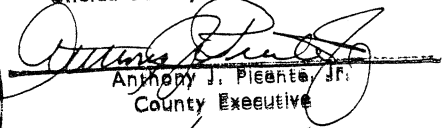
  
Russell Stark  
Commissioner of Aviation

CC: Comptroller  
County Attorney  
Budget

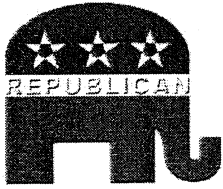
dmn/CML



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

  
Anthony J. Picente, Jr.  
County Executive

Date 10/6/14



# ONEIDA COUNTY REPUBLICAN COMMITTEE

PETER J. SOBEL, CHAIRMAN

---

September 24, 2014

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

FN 20

14-325

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Chairman Fiorini;

This is to notify you that Oneida County Republican Chairman Peter Sobel convened a meeting of the County Republican Committee on Monday, September 22<sup>nd</sup>, 2014. This meeting was called for the purpose of conducting a vote to choose the committee's recommendation for the position of Oneida County Republican Election Commissioner for the coming term, beginning January 1, 2015.

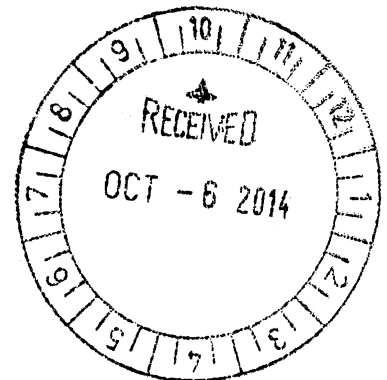
There was a quorum present at the appointed time, therefore the Chairman called and majority votes were cast in accordance with the committee by-laws and the laws of the State of New York.

It is my pleasure to notify you that Rose M. Grimaldi was chosen by the committee to be their recommendation for the position of Oneida County Republican Election Commissioner. You will find the New York State Board of Elections certification for this recommendation enclosed with this letter.

On behalf of the Republican Committee, we respectfully request that you forward the committee's recommendation to the Oneida County Board of Legislators for their consideration.

Sincerely,

Peter J. Sobel  
Chairman



---

P.O. BOX 62 • WHITESBORO, NY 13492

[PJSOBEL2003@YAHOO.COM](mailto:PJSOBEL2003@YAHOO.COM)

STATE OF NEW YORK  
STATE BOARD OF ELECTIONS

ELECTION COMMISSIONER CERTIFICATION

To the Clerk of the County (Board) (Legislature), County of Oneida

*I certify that:*

At a meeting of the Republican County Committee of the County of Oneida, held on the 22<sup>nd</sup> day of September 2014 at Hart's Hill Inn, 135 Clinton Street Whitesboro, New York, under the provisions of the Election Law and rules of the County Committee, a quorum being present, Rose M. Grimaldi, residing at 54 Westmoreland Street A-2, Whitesboro, New York, was recommended by majority of said committee as a suitable and qualified person for appointment to the office of Commissioner of Elections,

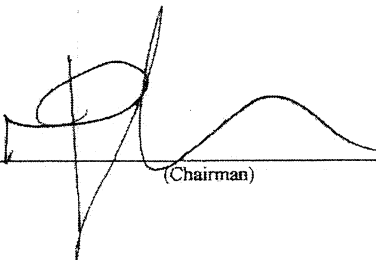
✓ for the term beginning January 1, 2015

       to fill an existing vacancy in said office for the remainder of the current term

and that said designee is a registered voter of the County of Oneida and a duly enrolled member of the Republican Party.

Dated at Whitesboro, New York

September 24, 2014.  
(Date)

  
(Chairman)

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

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

September 26, 2014

FN 20 14-326

GOVERNMENT OPERATIONS

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

WAYS & MEANS

Dear Mr. Picente:

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

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

NUMBER

AMOUNT

8

REFUNDS

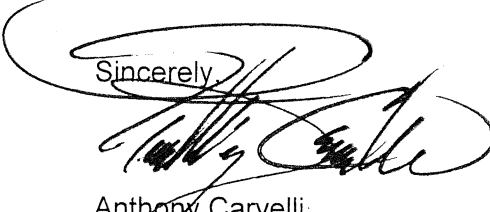
\$ 4,926.13

1

CORRECTION

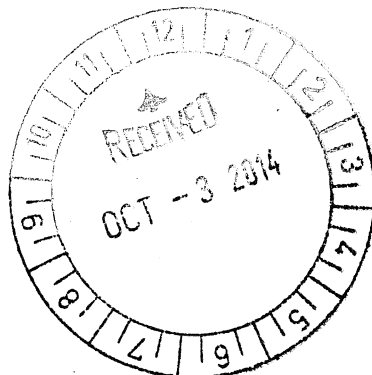
\$ 1,082.82

Sincerely,

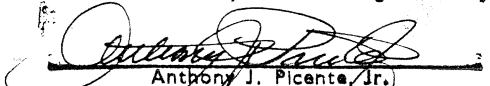
  
Anthony Carvelli  
Commissioner of Finance

AC/bad

Enclosure



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

  
Anthony J. Picente, Jr.  
County Executive  
Date 10/3/14

ERROREOUS ASSESSMENTS										
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"	
Kirkland	2013	Dwyer Development, LLC	4089 315.019-2-85 XE			\$ 3,154.90	\$ 990.46	\$ 2,164.44	\$ -	
Kirkland	2012	Dwyer Development, LLC	4089 315.019-2-85 XE			\$ 3,142.98	\$ 955.44	\$ 2,187.54	\$ -	
New Hartford	2014	Cameron Housing, LLC	4889 340.015-1-46 TC			\$ 1,657.40	\$ 1,440.46	\$ 216.94	\$ -	
Vienna	2014	Namoi Johnson	6489 216.000-1-45.2 RV			\$ 330.72	\$ 238.72	\$ 92.00	\$ -	
Vienna	2013	Namoi Johnson	6489 216.000-1-45.2 RV			\$ 326.31	\$ 234.27	\$ 92.04	\$ -	
Westmoreland	2014	Fred Lomanto, Sr.	6800 326.000-2-41 LK			\$ 1,021.57	\$ 356.28	\$ 665.29	\$ -	
Westmoreland	2013	Fred Lomanto, Sr.	6800 326.000-2-41 LK			\$ 1,024.01	\$ 358.68	\$ 665.33	\$ -	
Westmoreland	2012	Fred Lomanto, Sr.	6800 326.000-2-41 LK			\$ 1,012.25	\$ 351.82	\$ 660.43	\$ -	
Kirkland	2014	Dwyer Development, LLC	4089 315.019-2-85 XE	\$ 6,957.85	\$ 1,082.82			\$ 5,875.03	\$ -	
					\$ 1,082.82		\$ 4,926.13		\$ -	

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

FN 20 14-327

September 26, 2014

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

WAYS & MEANS

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

Date 10/3/14

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

Dear Mr. Picente:

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

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

<u>NUMBER</u>		<u>AMOUNT</u>
8	REFUNDS	\$ 4,926.13
1	CORRECTION	\$ 1,082.82

Sincerely

*Anthony Carvelli*  
Anthony Carvelli  
Commissioner of Finance

AC/bad

Enclosure



ERRONEOUS ASSESSMENTS									
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"
Kirkland	2013	Dwyer Development, LLC	4089 315.019-2-85 XE			\$ 3,154.90	\$ 990.46	\$ 2,164.44	\$ -
Kirkland	2012	Dwyer Development, LLC	4089 315.019-2-85 XE			\$ 3,142.98	\$ 955.44	\$ 2,187.54	\$ -
New Hartford	2014	Cameron Housing, LLC	4889 340.015-1-46 TC			\$ 1,657.40	\$ 1,440.46	\$ 216.94	\$ -
Vienna	2014	Namoi Johnson	6489 216.000-1-45.2 RV			\$ 330.72	\$ 238.72	\$ 92.00	\$ -
Vienna	2013	Namoi Johnson	6489 216.000-1-45.2 RV			\$ 326.31	\$ 234.27	\$ 92.04	\$ -
Westmoreland	2014	Fred Lomanto, Sr.	6800 326.000-2-41 LK			\$ 1,021.57	\$ 356.28	\$ 665.29	\$ -
Westmoreland	2013	Fred Lomanto, Sr.	6800 326.000-2-41 LK			\$ 1,024.01	\$ 358.68	\$ 665.33	\$ -
Westmoreland	2012	Fred Lomanto, Sr.	6800 326.000-2-41 LK			\$ 1,012.25	\$ 351.82	\$ 660.43	\$ -
Kirkland	2014	Dwyer Development, LLC	4089 315.019-2-85 XE	\$ 6,957.85	\$ 1,082.82			\$ 5,875.03	\$ -
					\$ 1,082.82		\$ 4,926.13		

# ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

DENNIS S. DAVIS  
COMMISSIONER



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

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

August 11, 2014

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

FN 20

14-328

## PUBLIC WORKS

### WAYS & MEANS

Dear County Executive Picente,

Oneida County executed an Energy Performance Contract with Johnson Controls for various energy conservation measures throughout Oneida County.

Included is a co-generation system at the Oneida County Correctional Facility. The equipment is a combined heat and power (CHP) unit that generates electricity and hot water. CHP systems are eligible for reimbursement from NYSERDA through PON 2568. The enclosed incentive application authorizes the receipt of \$112,500.00 from NYSERDA for the installation of a CHP system.

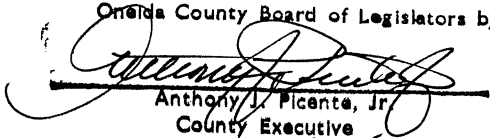
Please consider the enclosed incentive application and if acceptable forward to the Oneida County Board of Legislators for approval.

Thank you for your support.

Sincerely,

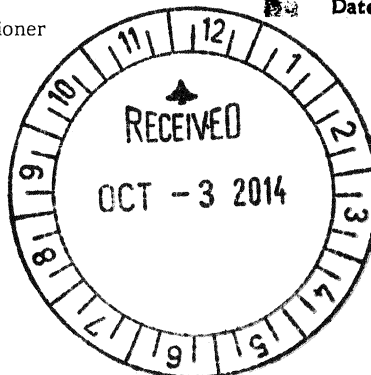
  
Dennis S. Davis  
Commissioner

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

  
Anthony J. Picente, Jr.  
County Executive

Date 10/3/14

cc: Mark E. Laramie, PE, Deputy Commissioner





**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** New York State Energy Research and Development Authority  
17 Columbia Circle  
Albany, New York 12203-6399

**Title of Activity or Service:** Incentive Application - Grant

**Proposed Dates of Operation:** Grant Received by 12/31/14

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

**Summary Statements**

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

Oneida County executed an Energy Performance Contract with Johnson Controls for various energy conservation measures throughout Oneida County.

Included is a co-generation system at the Oneida County Correctional Facility. The equipment is a combined heat and power (CHP) unit that generates electricity and hot water. CHP systems are eligible for reimbursement from NYSERDA through PON 2568. The enclosed incentive application authorizes the receipt of \$112,500.00 from NYSERDA for the installation of a CHP system.

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

**3) Program Design and Staffing:** N/A

**Total Funding Requested:** \$112,500.00      **Account #:**

**Oneida County Dept. Funding Recommendation:** \$112,500.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$112,500.00 State

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

**Past Performance Data:** N/A

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



**CHP Acceleration Program PON 2568  
Incentive Application (Attachment A)**

CHP System Vendor	CHP System Owner	Site Owner
Company Name Aegis Energy Services, Inc.	Company Name Oneida County	Company Name Oneida County
Address 55 Jackson Street Holyoke, MA 01040	Address 800 Park Ave. Utica, NY 13501	Address 800 Park Ave. Utica, NY 13501
Contact Name Sarah Florek	Contact Name Mark Laramie	Contact Name Mark Laramie
Phone 413-536-1156	Phone 315-793-6236	Phone (315) 793-6236
email sflorek@aegisenergyservices.com	email mlaramie@ocgov.net	email mlaramie@ocgov.net

**Site**

Name Oneida County Corrections Facility	
Address 6075 Judd Road, Oriskany, NY 13424	
Geo Code (Longitude and Latitude) -75.376515 43.159069	ISO Zone E
Targeted Zone Identifier (if applicable)	Target Year
Is site a Facility of Refuge? No	

**CHP System**

Model Aegen PowerSync 75
Nameplate 75kW
Is this an N+1 or 2N installation? No

**Incentive**

Base Incentive	112500
Facility of Refuge bonus (10% of Base Incentive if applicable)	0
Targeted Location bonus (10% of Base Incentive if applicable)	0
Total Incentive	112500

**Schedule**

Final Design Approval	5/5/14
All Major Components of CHP System Delivered to Site or Approved Staging Area (Invoice #1)	7/1/14
CHP System Fully Operational and Final Utility Approval Received (Invoice #2)	8/26/14
CHP System Fully Commissioned, Performance Data Flowing to NYSERDA's Data Agent and Commissioning Report Submitted (Invoice #3)	10/2/14

**Applicant (CHP System Vendor) Signature**

I certify that the above information, and all information submitted in connection with State Finance Law §139-j and §139-k, is complete, true, and accurate, that I have read and reviewed the Standard Terms and Conditions set forth in the attached Sample Agreement and that I accept all terms unless otherwise noted herein, and that the application requirements noted have been completed and are enclosed or will be submitted electronically. I affirm that I understand and will comply with NYSERDA's procedures under §139-j(3) and §139-j(6)(b) of the State Finance Law. I understand that this application may be disqualified if the solicitation requirements are not met. I, the undersigned, am authorized to commit my organization to this application.		
Name <i>Lee Vardakas</i>	Signature <i>[Signature]</i>	Date <i>6/20/14</i>
Title <i>President</i>		
Signatory must be legally able to bind the organization.		

This application is not considered received by NYSERDA until all required documentation has been submitted and the application has been deemed full and complete by NYSERDA.



## Site Owner and CHP System Owner

The Site Owner and CHP System Owner do hereby acknowledge and support this application for a CHP Acceleration Program incentive being submitted by the Applicant (CHP System Vendor). The Site Owner and CHP System owner understand that if this application is approved, NYSERDA will negotiate a contract with the Applicant and all subsequent incentive payments will be made to the Applicant. The Site Owner and CHP System Owner agree to facilitate reasonable pre- and post-installation site visits and inspections, including re-commissioning activities by NYSERDA or NYSERDA's agents as described in PON 2568. The Site Owner and CHP System Owner agree to permit NYSERDA or NYSERDA's agent to collect CHP System performance data as described in PON 2568 and RFI 2568 for a period of at least 3 years and to facilitate automated data communications through an internet connection or phone line. The Site Owner and CHP System Owner will allow NYSERDA or NYSERDA's agents to take photographs of the CHP System and exterior views of the site with explicit permission for NYSERDA to use, reproduce, distribute, exhibit, alter, publish or otherwise use such photographs in all forms, manner, including composite or distorted representations, and media, including electronic, print, digital, or electronic publishing via the Internet, and for all purposes, including advertising, trade, or any other lawful purposes.

The Site Owner and CHP System Owner hereby acknowledge that NYSERDA's role in this installation is that of a funder, and that NYSERDA would not fund the incentive payments to the Applicants without Site Owner and CHP System Owner agreeing to indemnify and hold NYSERDA harmless from all liability. Therefore, the Site Owner and CHP System Owner hereby agree to protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to the installation and performance of the CHP System.

### Site Owner Signature

Name	Signature
Title	
Signatory must be legally able to bind the organization.	
Sworn to before me this ____ day of _____, 2____	
_____	Stamp of Notary Public
Notary Public Signature	

### CHP System Owner Signature (Must be signed if the CHP System Owner is not the Site Owner)

Name	Signature
Title	
Signatory must be legally able to bind the organization.	
Sworn to before me this ____ day of _____, 2____	
_____	Stamp of Notary Public
Notary Public Signature	



**CHP Acceleration Program PON 2568  
Incentive Application (Attachment A)**

CHP System Vendor	CHP System Owner	Site Owner
Company Name Aegis Energy Services, Inc.	Company Name Oneida County	Company Name Oneida County
Address 55 Jackson Street Holyoke, MA 01040	Address 800 Park Ave. Utica, NY 13501	Address 800 Park Ave. Utica, NY 13501
Contact Name Sarah Florek	Contact Name Mark Laramie	Contact Name Mark Laramie
Phone 413-536-1156	Phone 315-793-6236	Phone (315) 793-6236
email sflorek@aegisenergyservices.com	email mlaramie@ocgov.net	email mlaramie@ocgov.net

**Site**

Name Oneida County Corrections Facility	
Address 6075 Judd Road, Oriskany, NY 13424	
Geo Code (Longitude and Latitude) -75.376515 43.159069	ISO Zone E
Targeted Zone Identifier (if applicable)	Target Year
Is site a Facility of Refuge? No	

**CHP System**

Model Aegen PowerSync 75
Nameplate 75kW
Is this an N+1 or 2N installation? No

**Incentive**

Base Incentive	112500
Facility of Refuge bonus (10% of Base Incentive if applicable)	0
Targeted Location bonus (10% of Base Incentive if applicable)	0
Total Incentive	112500

**Schedule**

Final Design Approval	5/5/14
All Major Components of CHP System Delivered to Site or Approved Staging Area (Invoice #1)	7/1/14
CHP System Fully Operational and Final Utility Approval Received (Invoice #2)	8/26/14
CHP System Fully Commissioned, Performance Data Flowing to NYSERDA's Data Agent and Commissioning Report Submitted (Invoice #3)	10/2/14

**Applicant (CHP System Vendor) Signature**

I certify that the above information, and all information submitted in connection with State Finance Law §139-j and §139-k, is complete, true, and accurate, that I have read and reviewed the Standard Terms and Conditions set forth in the attached Sample Agreement and that I accept all terms unless otherwise noted herein, and that the application requirements noted have been completed and are enclosed or will be submitted electronically. I affirm that I understand and will comply with NYSERDA's procedures under §139-j(3) and §139-j(6)(b) of the State Finance Law. I understand that this application may be disqualified if the solicitation requirements are not met. I, the undersigned, am authorized to commit my organization to this application.	
Name <i>Lee Kardakas</i>	Signature <i>[Signature]</i>
Title <i>President</i>	Date <i>6/20/14</i>
Signatory must be legally able to bind the organization.	

This application is not considered received by NYSERDA until all required documentation has been submitted and the application has been deemed full and complete by NYSERDA.



## Site Owner and CHP System Owner

The Site Owner and CHP System Owner do hereby acknowledge and support this application for a CHP Acceleration Program incentive being submitted by the Applicant (CHP System Vendor). The Site Owner and CHP System owner understand that if this application is approved, NYSEERDA will negotiate a contract with the Applicant and all subsequent incentive payments will be made to the Applicant. The Site Owner and CHP System Owner agree to facilitate reasonable pre- and post-installation site visits and inspections, including re-commissioning activities by NYSEERDA or NYSEERDA's agents as described in PON 2568. The Site Owner and CHP System Owner agree to permit NYSEERDA or NYSEERDA's agent to collect CHP System performance data as described in PON 2568 and RFI 2568 for a period of at least 3 years and to facilitate automated data communications through an internet connection or phone line. The Site Owner and CHP System Owner will allow NYSEERDA or NYSEERDA's agents to take photographs of the CHP System and exterior views of the site with explicit permission for NYSEERDA to use, reproduce, distribute, exhibit, alter, publish or otherwise use such photographs in all forms, manner, including composite or distorted representations, and media, including electronic, print, digital, or electronic publishing via the Internet, and for all purposes, including advertising, trade, or any other lawful purposes.

The Site Owner and CHP System Owner hereby acknowledge that NYSEERDA's role in this installation is that of a funder, and that NYSEERDA would not fund the incentive payments to the Applicants without Site Owner and CHP System Owner agreeing to indemnify and hold NYSEERDA harmless from all liability. Therefore, the Site Owner and CHP System Owner hereby agree to protect, indemnify and hold harmless NYSEERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSEERDA or the State of New York resulting from, arising out of or relating to the installation and performance of the CHP System.

Approved As To Form  
 ONEIDA COUNTY ATTORNEY  
 By *[Signature]*

### Site Owner Signature

Name	Signature
Title	
Signatory must be legally able to bind the organization.	
Sworn to before me this ____ day of _____, 2____	
_____ Notary Public Signature	Stamp of Notary Public

### CHP System Owner Signature (Must be signed if the CHP System Owner is not the Site Owner)

Name	Signature
Title	
Signatory must be legally able to bind the organization.	
Sworn to before me this ____ day of _____, 2____	
_____ Notary Public Signature	Stamp of Notary Public

**CHP Acceleration Program  
Opportunity Notice (PON) 2568**

***Oneida County Correctional Facility***  
6075 Judd Road, Oriskany, NY 13424

System Owner: Oneida County Correctional Facility

Report Prepared by: Aegis Energy Services, Inc.  
Report Date: 4/11/14



# TABLE OF CONTENTS

CHP Acceleration Program.....	1
Opportunity Notice (PON) 2568 .....	1
Section A. Feasibility Analysis.....	1
Project Description:.....	1
Project Team and Qualifications: .....	2
System Type and Mode of Operation: .....	4
System Information:.....	4
Economic Evaluation: .....	6
Tariff Impacts and Interconnections: .....	7
Permitting: .....	7
System Reliability and Availability.....	7
Metering Plan: .....	8
Appendix: .....	9

## Section A. Feasibility Analysis

### Project Description:

The Oneida County Correctional Facility, located at 6075 Judd Road, Oriskany, NY is a 634 bed prison complex. The building has 2 distinct buildings fed by 1 natural gas account. The domestic hot water is separated between the 2 buildings and the cogen will be serving only the newer of the 2 buildings (approximately 284 beds). The space heating feeds both buildings and the cogeneration system will supply heat into this load. The building presently receives the electric and gas utility services from NationalGrid. The building contributes to the Societal Benefits Charge fund. Twelve months of electric and natural gas historical data are below.

**Figure 1 National Grid Electrical History**

PROJECT ANALYSIS - Oneida County Corre

	Annual Total	Electric and Thermal Breakdown Pre and Post Cogeneration											
		1	2	3	4	5	6	7	8	9	10	11	12
On-site Electric Use Pre-Cogeneration	4,628,528 kWh	388,604	343,996	324,044	340,217	407,698	384,360	542,611	427,777	396,818	394,653	334,424	344,326
	922 kW (max)	590	602	571	585	732	833	922	758	672	674	567	549

**Figure 2 Facility Thermal Use by System**

PROJECT ANALYSIS - Oneida County Corre

	Annual Total	Electric and Thermal Breakdown Pre and Post Cogeneration											
		1	2	3	4	5	6	7	8	9	10	11	12
On-Site Thermal Use Pre-Cogeneration	30,988 MMBtu	5,533	4,886	3,179	3,063	1,002	695	363	433	1,047	2,027	4,014	4,747
Cooking / Dryer	1,987 MMBtu	171	164	171	168	171	168	114	183	168	171	168	171
DHW - Old Side	1,318.2 MMBtu	111	104	111	109	111	109	111	111	109	111	109	111
DHW - New Side	1,630 MMBtu	138	125	138	134	138	134	138	138	134	138	134	138
Space Heating	26,052 MMBtu	5,113	4,493	2,758	2,651	582	284	(0)	0	636	1,607	3,603	4,328

Domestic hot water charts from the newer building and hourly electric charts are provided in the appendix, supporting raw data is included on the CD. DHW loads in the economic evaluation are based on the metered loads from the building.

A 75kW PowerSync system will be installed in the housing unit mechanical room of the new building. The buildings are continuously operated 24/7, 365 days per year. There are no expected changes to the current mechanical equipment.

The time to substantial completion and systems commissioning is estimated to be six to nine months from the time of incentive approval. Assuming approval by the end of April, Aegis expects to have the CHP system operational by mid-2014.



**Figure 3 Construction Schedule**

Cogeneration Systems Installation for Oneida County Prison	4/15/2014	10/2/2014
CONTRACT AWARDED	4/15/2014	4/15/2014
CONDUCT ENGINEERING ANALYSIS	4/15/2014	5/5/2014
FABRICATE MODULES	4/16/2014	6/1/2014
ORDER LONG LEAD TIME MATERIALS	4/23/2014	6/9/2014
FABRICATE CONTROL PANEL	5/30/2014	6/20/2014
SELECT SUB CONTRACTOR (S)	4/30/2014	5/19/2014
AWARD & ISSUE SUBCONTRACT(S)	5/27/2014	5/30/2014
ALL SUBCONTRACTS AWARDED AND ISSUED	5/29/2014	5/29/2014
Permit tasks for NYC only	5/13/2014	6/18/2014
AQUIRE PERMITS	5/29/2014	7/7/2014
ALL PERMITS GRANTED	7/22/2014	7/22/2014
Site Prep Work	7/23/2014	7/24/2014
EQUIPMENT AND MATERIAL DELIVERY	6/17/2014	6/27/2014
EQUIPMENT DELIVERED	7/1/2014	7/1/2014
CONDUCT UTILITY ELECTRICAL INTERCONNECTION PROCESS	4/30/2014	7/31/2014
RECEIVE WITNESS TEST SIGNED OFF FROM ELECTRIC UTILITY	9/4/2014	9/4/2014
COMPLETE MECHANICAL & PLUMBING WORK	7/2/2014	8/1/2014
COMPLETE ELECTRICAL WORK	5/29/2014	7/23/2014
COMPLETE INTERNET COMMUNICATIONS CONNECTIONS	5/3/2014	7/3/2014
COMPLETE UTILITY NATURAL GAS CONNECTIONS	5/30/2014	7/25/2014
COGENERATION START-UP AND SYSTEM TESTING	7/29/2014	8/26/2014
TRAINING AND CLOSE-OUT	8/13/2014	9/2/2014
SUBSTANTIAL PROJECT COMPLETION	9/10/2014	9/10/2014
FINAL COMPLETION	9/19/2014	9/28/2014
Obtain Final Acceptance (Sign-off)	10/2/2014	10/2/2014

The CHP systems will be owned by Oneida County Correctional Facility and operated by Aegis Energy Services, Inc. The total annual combined savings is expected to be \$24,021. All maintenance will be provided by Aegis Energy Services, Inc. A redacted copy of the Maintenance Agreement is attached.

The cost of the system, without an incentive is \$306,940 and \$194,440 with the base incentive.

***Project Team and Qualifications:***

Aegis Energy Services, Inc. is the primary contractor and owner of this project. Aegis Energy is a turnkey, full-service provider of Combined Heat and Power systems (CHP) that generate heat and electricity using clean, efficient natural gas-powered engines. The company is headquartered in Holyoke, Massachusetts and also owns the manufacturing subsidiary of the company, Aegenco. Aegis Energy Services has been in business 28 years and is the largest developer and installer of modular CHP systems in the Northeast. They have installed nearly 500 CHP systems, many of them in apartment complexes and cooperative housing projects, similar to the Oneida County Correctional Facility.

Aegis Energy Services is the foremost Combined Heat and Power (CHP) company in the Northeast and Mid-Atlantic states. Their qualifications include:

- 28+ year operating history
- Vertically integrated - manufacture, design and engineer, install, operate, and maintain systems with in-house staff
- More installations in the Northeast than any other cogeneration company
- Millions of dollars saved for clients in operating energy costs
- Repeat purchases made by many clients based on our relationship and strong performance
- US E.P.A. Combined Heat and Power Partner since 2004

While Aegis has nearly sixty employees supporting all projects, most of whom are technical, the following three individuals will take the lead on the Oneida County Correctional Facility project: Lee Vardakas, Dave Thompson, and Carl Bernhardt, PE. A brief biography of each follows with resumes located in the appendix of this proposal.

### **Lee Vardakas**

Lee Vardakas, President and General Manager, joined Aegis Energy Services Inc. in 1986. He is responsible for all facets of the growing organization including project sales and financing and has been instrumental in Aegis Energy's success as leader in small-package cogeneration in the Northeast. Mr. Vardakas also acts as liaison with many state government energy departments and regulatory commissions. Mr. Vardakas has performed a broad range of energy related programs including cost projections and investment analysis for the CHP systems that Aegis owns and operates. His research of systems' operations has lead to the design concepts Aegis has incorporated into its own and customer owned systems.

He is also responsible for the cost efficient implementation and operation of energy services, scheduling, procurement, customer interface and engineering as well as coordinating energy retrofit projects. Mr. Vardakas is a licensed construction supervisor for the Commonwealth of Massachusetts. Mr. Vardakas received a degree in Economics from the University of Rochester in 1986. He is currently furthering his education at a local college and will receive his PMP certificate later this year. He is a member of the Western New England chapter of the Young Presidents Organization.

### **David Thompson**

Dave Thompson has worked for Aegis Energy Services for 17 years. He is presently Director of Project Engineering. Mr. Thompson designs and engineers cogeneration systems that include one to several modules that are used in all types of applications. These applications include those with extensive use of thermally driven absorption air conditioning. He oversees and manages day-to-day operational aspects of the entire engineering team and creates and executes project work plans to meet the changing needs of the Aegis organization. He is instrumental in developing the advanced systems utilizing the latest technology for monitoring, communicating and managing clients' CHP plants. Mr. Thompson holds a Bachelor of Science in Mechanical Engineering from Rochester Institute of Technology.

### **Carl Bernhardt**

Carl Bernhardt is a registered Professional Engineer, consulting to Aegis Energy Services, Inc for 16 years. He is registered in the states of New York, New Jersey, Vermont, Connecticut, and Massachusetts. He has prepared mechanical and electrical designs for several hundred of Aegis' CHP installations. He graduated from University of Connecticut with a Bachelor of Science Mechanical Engineering degree.

### **Related Projects and References**

Aegis Energy Services, Inc has extensive experience with CHP installations in apartment and co-op facilities across the Northeast. The following is a list of similar projects for use as references:

Project Name	Location	Date installed	Type	Contact
2 Tudor City	New York, NY	2004	Co-Op	Greg Frickle (212) 692-9025
The Hamilton	New York, NY	2010	Co-Op	Clark Lydic (212) 661-1056
Stevenson Commons	Bronx, NY	2012	Apartment- Campus & machines in 3 Buildings	Michael Fischer (781) 589-1900

In each of these installations, heat recovered from the CHP system is used for building heat and domestic hot water.

In each of these projects, Aegis Energy Services provided the energy evaluation analysis, design and engineering, permitting, manufacturing, installation, and maintenance for all of these sites. All of the projects were completed on time and the actual costs met the projected costs.

### **System Type and Mode of Operation:**

The proposed CHP system at Oneida County Correctional Facility is one (1) Aegen 75kW PowerSync unit, comprised of a 75kW natural-gas fed, synchronous cogeneration module, manufactured by Aegenco, a wholly owned subsidiary of Aegis Energy Services. The cogeneration unit is designed to track the building's thermal loads, thereby increasing its overall efficiency. The prime mover technology is a natural gas fueled reciprocating engine, outfitted with a non-selective catalytic converter and meets emissions limitations for the State of New York. Aegenco, Inc., using US-based components, manufactures the PowerVerter cogeneration unit in Holyoke, MA. It is the only product in this market space to claim the "Made in America" label and has been sourced by the Federal Government for this reason at federal buildings in Maryland and Washington DC.

The systems include glycol-based heat dissipation units sized to keep each system operational on occasions when the thermal loads may be light and during any power outages when there may be no thermal needs in the building.

The electrical energy from the proposed CHP plant will be supplied to electrical panels located in the building during parallel operation with NationalGrid. Under normal conditions, the CHP systems will operate in parallel with the utility grid and are expected to supply 13.1% of the buildings' electric load, the rest to be supplied from the utility grid. Likewise, the CHP systems will supply 15.3% of the buildings' total thermal load.

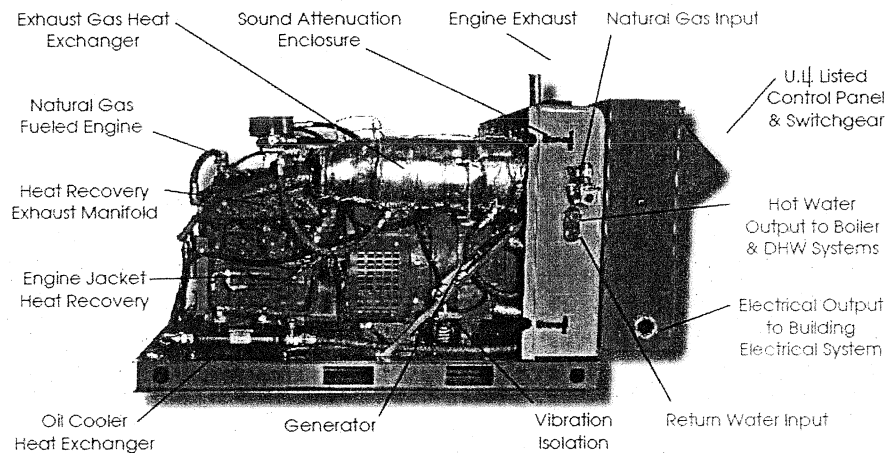
The systems are capable of automatically islanding/disconnecting from the utility grid in the event of a grid failure. Priority loads to be served by the system will be the domestic hot water heaters and the domestic water booster pumps. The selected loads will be fed through a new standby panel with an isolation contactor. Under normal operation, this panel will be fed simultaneously by the system and the National Grid system through MCC-5 in the mechanical room. The facility is currently equipped with a 1000 kW standby generator to provide continuous power to the existing lighting, communication, camera, security, elevator, and kitchen loads.

The system will be connected to new standby load panels (SDP), which will be connected to existing switchgear through an isolation contactor. Upon a power interruption, the system will return to an idle state, and the isolation contactor will open, isolating both the system and SDP panel from the rest of the building, experiencing the outage. Upon confirmation that the contactor has opened, the system will begin supplying power only to the pre-determined loads on the SDP. This sequence of operations is per National Grid Niagara Mohawk's requirements.

**System Information:**

The Aegen PowerSync is a packaged, low emissions, compact, modular combined heat and power (CHP) system each capable of producing 75 kW of power and 5.23 therms of heat per hour. A three-way non-selective catalyst reduction (NSCR) emissions control package includes two catalytic converters, and temperature and oxygen controls designed to reduce emissions of nitrogen oxide, carbon monoxide, and hydrocarbons. The CHP module has a natural gas-fired reciprocating engine, synchronous generator, heat recovery system, a sound attenuating enclosure, electrical switchgear, and solid-state controls for automatic and unattended operation. High efficiency heat recovery components consist of oil cooler, engine jacket for heat transfer, marine type exhaust gas manifolds and exhaust gas heat exchangers. The AEGEN PowerVerter operates in parallel with existing mechanical and electrical systems in the facility and can provide standby power during utility power outages. The module includes an advanced utility-grade relay (U.L., C.S.A., and C.E. listed or certified) for electrical protection and redundancy as standard equipment. Synchronous operation and performance conform to the applicable requirements of U.L. 1741 and IEEE 1547.

**Figure 4 PowerVerter Packaged Components**



Based on the economic evaluation, 81.8% of the available recoverable thermal energy will be recovered and used during system operation. Recovered heat from the CHP system will be used for domestic hot water and hydronic space heating.

**Figure 5 - Breakdown of Recovered Thermal Output**

Thermal Energy Produced & Consumed	TOTAL	4,353 MMBtu
	TOTAL UTILIZED	3,564 MMBTU
	DHW	1,222 MMBtu
	Space Heating	2,341 MMBtu
	Pool	0 MMBtu
Boiler Fuel Saved	0.75 Effic	4,752 MMBtu

Detailed floor plan drawings, including equipment location and tie-in to existing systems is included in the appendix.

High-pressure, natural gas is available at the project site and is sufficient for the CHP System. The System will utilize a utility grade gas submeter for metering for verification monitoring.

**Economic Evaluation:**

A complete economic evaluation, including a 10 year cash flow analysis and IRR is included in the appendix. The system's total cost is \$306,940 and is expected to generate \$24,021 in annual net savings. This assumes 100% equity and energy costs at the posted NationalGrid SC3 (averaged for the year), along with NationalGrid’s natural gas rate SC5 (averaged for the year). The CHP system is considered an “Environmentally Advantageous Technology” and as such it does not require the SC7 - Standby Rider.

The Economic Evaluation uses the posted rates, averaged for the year, the electric rate (delivery & commodity) averages \$0.194/kWhr and fuel cost (delivery & commodity) averages \$11.79/MMBTU.

**Figure 6 Savings**

	2013
Expenses w/o Cogeneration	
NGRID SC3	
kWhrs (Supply & Delivery)	\$425,634
Customer and kW Charges	\$109,099
<b>Total Electrical wo/ Cogeneration</b>	<b>\$537,855</b>
National Grid SC5	
Per Therm (average)	\$229,308
<b>Total Thermal wo/ Cogeneration</b>	<b>\$229,308</b>
<b>TOTAL EXPENSES W/O COGENERATIO</b>	<b>\$767,162</b>
Expenses w/ Cogeneration	
NGRID SC3	
kWhrs (Supply & Delivery)	\$369,774
Customer and kW Charges	\$100,954
<b>Total Electrical w/Cogeneration</b>	<b>\$473,850</b>
National Grid SC5	
Per Therm (average)	\$252,569
<b>Total Thermal w/ Cogeneration</b>	<b>\$252,569</b>
Cogen Maintenance	\$13,317
<b>TOTAL EXPENSES W/ COGENERATION</b>	<b>\$739,736</b>
<b>ANNUAL NET SAVINGS</b>	<b>\$27,426</b>

The systems will generate a combined 607,579 kWhrs and will produce 3,564 MMBTUs of useable heat which is equivalent to 4752 MMBTUs of boiler fuel at 75% seasonal boiler efficiency. The CHP systems will use 7,895 MMBTUs of natural gas for a total facility increase of 3,143 MMBTUs of natural gas.

**Figure 7 Electric Reduction from CHP System**

<b>On-site Generation (kWhrs Saved):</b>	Cogen	607,579 kWh
		49 kW (per month)
<b>Total Reduction in Kwhrs</b>		<b>607,579 kWh</b>
		<b>49 kW (max)</b>

**Figure 8 Facility Fuel Increase from CHP System**

Facility Fuel Use Post-Cogeneration	TOTAL	34,131 MMBtu
	Cooking / Dryer	1,987 MMBtu
	DHW - Old Side	1,318 MMBtu
	DHW - New Side	0 MMBtu
	Space Heating	22,930 MMBtu
	Cogen Fuel Fired (HHV)	7,895 MMBtu
<b>Facility Fuel Increase</b>		<b>Total</b>
		<b>3,143 MMBtu</b>

***Tariff Impacts and Interconnections:***

The CHP systems are sized well below any threshold that would cause significant tariff changes. The CHP systems being installed are considered a “Environmentally Advantageous Technology” and as such are not required to take NationalGrid’s SC7 Standby Rate. All supplemental energy will be purchased at the building’s otherwise applicable rate, SC3.

Aegis Energy Services, Inc. has successfully interconnected CHP systems in MA, CT, NY, DC, MD, PA, and NJ and does not expect any site specific issues. The cost for interconnection is \$350 for the application fee. The attached drawings in the appendix show the points of interconnection. The size of the cogeneration system proposed falls under the NationalGrid Standard Interconnection procedure, and a copy of the SIR determination is included on the CD.

***Permitting:***

Aegis Energy Services, Inc. has extensive experience with permitting for CHP construction projects. It is anticipated that the following permits will be required from Oriskany’s Building Department: Construction, Plumbing, Zoning, Electric, and Mechanical. An Interconnection permit will be required from NationalGrid.

***System Reliability and Availability:***

The systems are expected to run for a total of 8,323 hours annually.

Aegis Energy's fleet of over 500 machines in the field has historical, documented 96% availability due to Aegis Energy's proprietary monitoring and maintenance programs which include "pre-alarms", i.e. an alarm back to Aegis which warns of any impending building-wide system trouble. Aegis intercedes at a pre-alarm to prevent any shut-down. Likewise the CHP system is regularly, preventatively maintained by Aegis Energy per strict procedures.

**Figure 9 Availability**

<b>Total Available Hours</b>	8,736
<b>Run hours</b>	8,323
<b>Equivalent Full Load Hours</b>	6,814
<b>Availability</b>	95%
<b>Average Loading</b>	82%

***Metering Plan:***

Each CHP System comes packaged with an on-board microprocessor which records hours run, kWhrs, and any faults, errors or warnings. These are collected every 5 minutes and remotely gathered daily at Aegis Energy Services' headquarters in Holyoke MA as part of the routine maintenance and monitoring service provided. The Systems will also have temperature sensors and BTU meters installed to record, at a minimum, total recovered heat and total utilized thermal heat. The BTU meters record the data in 5 minute intervals which will be remotely gathered monthly. In addition to kWhrs and BTUs, the natural gas to the CHP system will be separately metered by a utility grade submeter and remotely gathered.

***Appendix:***



## **LEE VARDAKAS**

55 Jackson St.  
Holyoke, MA 01040  
413-536-1156

**LeeV@aegisenergyservices.com**

### **EDUCATION & TRAINING**

University of Rochester  
Bachelors of Science in Economics – Graduated in 1986.

Holyoke Community College  
PMP certification classes – 2009 - Present

### **RESEARCH & PROFESSIONAL EXPERIENCE**

*Aegis Energy Services, Inc. (Holyoke, MA) – 1986 - Present*  
**General Manager**

- He currently performs every function related to combined heat and power and is the liaison for major accounts.
- His experience ranges from industrial relations and counseling to resource management and acquisitions.
- Mr. Vardakas has performed a broad range of energy related programs including, but not limited to, cost projections and investment analysis for the systems Aegis owns and operates.
- His research of systems' operations has lead to the design concepts Aegis has incorporated into its own and customer-owned systems.
- He is also responsible for cost efficient implementation and operation of energy services, scheduling, procurement, customer interface and engineering as well as coordinating energy retrofit projects and conversions from all-electric to hydronic systems.
- Licensed construction supervisor for the Commonwealth of Massachusetts.
- Conducting engine research tests to further extend the life and performance of modular cogeneration systems.

Currently serving as General Manager of Operations, Lee Vardakas, joined Aegis Energy Services Inc. in 1986. He currently performs every function related to combined heat and power and is the liaison for major accounts. His experience ranges from industrial relations and counseling to resource management and acquisitions.

Mr. Vardakas has performed a broad range of energy related programs including, but not limited to, cost projections and investment analysis for the systems Aegis owns and operates. His research of systems' operations has lead to the design concepts Aegis has incorporated into its own and customer-owned systems. He is also responsible for cost efficient implementation and operation of energy services, scheduling, procurement, customer interface and engineering as well as

coordinating energy retrofit projects and conversions from all-electric to hydronic systems. Mr. Vardakas is a licensed construction supervisor for the Commonwealth of Massachusetts.

Mr. Vardakas received a degree in Economics from the University of Rochester in 1986. He is currently furthering his education at a local college and will receive his PMP certificate later this year. In addition, Mr. Vardakas is conducting engine research tests to further extend the life and performance of modular cogeneration systems.

**CARL H. BERNHARDT, P. E.**

424 Cedar Lane  
Cheshire, Connecticut 06410  
Phone: (203) 272-4620

CONSULTING ENGINEERING SERVICES

**Nov. 1971 to May 1998.** Position: Mechanical Engineer. Responsible for the design of Heating, Ventilation, Air Conditioning, Plumbing, Fire Protection and Process Piping Systems for Municipal, Commercial, Institutional and Industrial buildings. In later years served as Chief Mechanical Engineer supervising the work of as many as eight Engineers, Designers and Draftsmen. With a downturn in the economy, returned to a position of Mechanical Engineer with a specialty of HVAC, Plumbing and Fire Protection Design.

Have been employed by the following Companies either on a full time or part time basis:

Kasper Group, Bridgeport, Connecticut  
H. F. Lenz Co. Inc., Johnstown, Pennsylvania  
DeCarlo and Doll Inc., Hamden, Connecticut.  
Helinski-Zimmerer, Inc., Rocky Hill, Connecticut  
Maguire Group, Inc., New Britain, Connecticut.  
Westcott & Mapes, Inc., New Haven, Connecticut.  
Jansen & Rogan, Inc., New Haven, Connecticut.  
Plant Engineering Consultants, Hamden, Connecticut.  
Cahn Engineers, Inc, Wallingford, Connecticut

**May 1998 to date.** Mechanical Engineering Consultant for various Architects and Construction Firms in Connecticut and Massachusetts. Prepared Construction Documents and Drawings for various projects in the region.

**1995 to 2009.** Works in conjunction with the **Aegis Energy Services Engineering Organization** to prepare mechanical and electrical designs for installation of some hundred cogeneration projects.

EDUCATION

University of Connecticut, Storrs, CT - Graduated: June 1965.  
Bachelor of Science in Engineering Degree-Mechanical Engineering.

Aircraft and Engine Mechanics School – Shepard AFB, Wichita Falls, Texas

PROFESSIONAL STATUS

Registered Professional Engineer: States of Connecticut, Vermont, New York, New Jersey, and the Commonwealth of Massachusetts.

Member - American Society of Heating, Refrigeration and Air Conditioning Engineers.

Member - American Society of Mechanical Engineers.

**DAVE THOMPSON**

55 Jackson St.  
Holyoke, MA 01040  
413-536-1156  
DThompson@aegisenergyservices.com

EDUCATION & TRAINING

Rochester Institute of Technology  
Bachelors of Science in Mechanical Engineering – Graduated in 1994.

Holyoke Community College  
PMP certification classes – 2009 - Present

RESEARCH & PROFESSIONAL EXPERIENCE

*Aegis Energy Services, Inc. (Holyoke, MA) – 1994 - Present*  
Director of Project Engineering

- Mr. Thompson designs and engineers systems involving one to several modules for all types of applications including extensive use of absorption.
- Oversees and manages day-to-day operational aspects of the entire engineering team.
- He creates and executes project work plans and revises to meet changing needs and requirements.
- Instrumental in developing the advanced systems utilizing the latest technology for monitoring, communicating and controlling the entire customers CHP system.

Electric and Thermal Breakdown Pre and Post Cogeneration

Annual Total	1	2	3	4	5	6	7	8	9	10	11	12
	Winter	Winter	Winter	Winter	Winter	Summer	Summer	Summer	Summer	Winter	Winter	Winter
<b>Total Available Hours</b>	8,736	8,736	8,736	8,736	8,736	8,736	8,736	8,736	8,736	8,736	8,736	8,736
<b>Run hours</b>	8,323	8,323	8,323	8,323	8,323	8,323	8,323	8,323	8,323	8,323	8,323	8,323
<b>Equivalent Full Load Hours</b>	6,914	6,914	6,914	6,914	6,914	6,914	6,914	6,914	6,914	6,914	6,914	6,914
<b>Availability</b>	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
<b>Average Loading</b>	82%	100%	100%	100%	100%	28%	28%	28%	100%	100%	100%	100%
<b>On-site Electric Use Pre-Cogeneration</b>	388,604	343,996	324,044	340,217	407,698	384,360	542,611	427,777	396,818	394,653	334,424	344,326
<b>922 kW (max)</b>	580	602	571	585	732	833	922	758	872	674	567	549
<b>On-site Electric Use Post-Cogeneration</b>	336,993	297,422	272,433	290,285	356,087	334,428	491,000	376,166	346,866	343,042	284,492	292,715
<b>873 kW (max)</b>	542	554	523	536	693	785	873	710	823	625	518	500
<b>On-site Generation (kWhrs Saved):</b>	51,611	46,574	51,611	49,932	51,611	49,932	51,611	51,611	49,932	51,611	49,932	51,611
<b>49 kW (per month)</b>	49	49	49	49	49	49	49	49	49	49	49	49
<b>Total Reduction in kWhrs</b>	<b>51,611</b>	<b>46,574</b>	<b>51,611</b>	<b>49,932</b>	<b>51,611</b>	<b>49,932</b>	<b>51,611</b>	<b>51,611</b>	<b>49,932</b>	<b>51,611</b>	<b>49,932</b>	<b>51,611</b>
<b>49 kW (max)</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>
<b>On-site Thermal Use Pre-Cogeneration</b>	30,988 MMBtu	4,886	3,179	3,063	1,002	695	363	433	1,047	2,027	4,014	4,747
<b>Cooking / Dryer</b>	1,987 MMBtu	171	164	171	168	171	114	183	168	171	168	171
<b>DHW - Old Side</b>	1,318.2 MMBtu	111	104	111	109	111	111	111	109	111	109	111
<b>DHW - New Side</b>	1,630 MMBtu	138	125	138	134	138	138	138	134	138	134	138
<b>Space Heating</b>	26,052 MMBtu	5,113	4,493	2,758	2,851	284	(0)	0	636	1,607	3,603	4,326
<b>Thermal Energy Produced &amp; Consumed</b>												
<b>TOTAL</b>	4,353 MMBtu	370	334	370	358	370	370	370	358	370	358	370
<b>TOTAL UTILIZED</b>	3,564 MMBtu	370	334	368	370	370	370	370	358	370	358	370
<b>DHW</b>	1,222 MMBtu	104	94	104	100	104	104	104	100	104	100	104
<b>Space Heating</b>	2,341 MMBtu	266	240	266	266	0	0	0	257	266	257	266
<b>Pool</b>	0 MMBtu	0	0	0	0	0	0	0	0	0	0	0
<b>0.75 Effic</b>	4,752 MMBtu	483	445	493	477	493	138	138	477	493	477	483
<b>Facility Fuel Use Post-Cogeneration</b>												
<b>TOTAL</b>	34,131 MMBtu	5,711	5,046	3,356	3,234	1,210	896	965	1,219	2,205	4,186	4,925
<b>Cooking / Dryer</b>	1,987 MMBtu	171	164	171	168	171	114	183	168	171	168	171
<b>DHW - Old Side</b>	1,318 MMBtu	111	104	111	109	111	111	111	109	111	109	111
<b>DHW - New Side</b>	0 MMBtu	0	0	0	0	0	0	0	0	0	0	0
<b>Space Heating</b>	22,830 MMBtu	4,758	4,173	2,403	2,308	284	(0)	0	283	1,252	3,260	3,972
<b>Cogen Fuel Fired (HHV)</b>	7,895 MMBtu	671	605	671	649	671	671	671	649	671	649	671
<b>Facility Fuel Increase</b>	<b>3,143 MMBtu</b>	<b>178</b>	<b>160</b>	<b>178</b>	<b>172</b>	<b>178</b>	<b>515</b>	<b>532</b>	<b>172</b>	<b>178</b>	<b>172</b>	<b>178</b>

10 Year Economic Analysis

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Total
Expenses w/o Cogeneration											
NGRID SC3											
KWhrs (Supply & Delivery)	\$425,634	\$434,147	\$442,830	\$451,686	\$460,720	\$469,934	\$479,333	\$488,920	\$498,698	\$508,672	\$4,660,574
Customer and kW Charges	\$109,099	\$111,281	\$113,507	\$115,777	\$118,092	\$120,454	\$122,863	\$125,320	\$127,827	\$130,383	\$1,194,603
<b>Total Electrical w/ Cogeneration</b>	<b>\$537,855</b>	<b>\$548,612</b>	<b>\$559,584</b>	<b>\$570,776</b>	<b>\$582,191</b>	<b>\$593,835</b>	<b>\$605,712</b>	<b>\$617,826</b>	<b>\$630,183</b>	<b>\$642,786</b>	<b>\$5,889,361</b>
National Grid SC5											
Per Therm (average)	\$229,308	\$233,894	\$238,572	\$243,343	\$248,210	\$253,174	\$258,237	\$263,402	\$268,670	\$274,044	\$2,510,853
<b>Total Thermal w/ Cogeneration</b>	<b>\$229,308</b>	<b>\$233,894</b>	<b>\$238,572</b>	<b>\$243,343</b>	<b>\$248,210</b>	<b>\$253,174</b>	<b>\$258,237</b>	<b>\$263,402</b>	<b>\$268,670</b>	<b>\$274,044</b>	<b>\$2,510,853</b>
<b>TOTAL EXPENSES W/O COGENERATION</b>	<b>\$767,162</b>	<b>\$782,506</b>	<b>\$798,156</b>	<b>\$814,119</b>	<b>\$830,401</b>	<b>\$847,009</b>	<b>\$863,949</b>	<b>\$881,228</b>	<b>\$898,853</b>	<b>\$916,830</b>	<b>\$8,400,214</b>

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Total
Expenses w/ Cogeneration											
NGRID SC3											
KWhrs (Supply & Delivery)	\$369,774	\$377,169	\$384,713	\$392,407	\$400,255	\$408,260	\$416,425	\$424,754	\$433,249	\$441,914	\$4,048,921
Customer and kW Charges	\$100,954	\$102,973	\$105,033	\$107,134	\$109,276	\$111,462	\$113,691	\$115,965	\$118,284	\$120,650	\$1,105,421
<b>Total Electrical w/ Cogeneration</b>	<b>\$473,850</b>	<b>\$483,327</b>	<b>\$492,994</b>	<b>\$502,853</b>	<b>\$512,910</b>	<b>\$523,169</b>	<b>\$533,632</b>	<b>\$544,305</b>	<b>\$555,191</b>	<b>\$566,295</b>	<b>\$5,188,525</b>
National Grid SC5											
Per Therm (average)	\$252,569	\$257,621	\$262,773	\$268,029	\$273,389	\$278,857	\$284,434	\$290,123	\$295,925	\$301,844	\$2,765,563
<b>Total Thermal w/ Cogeneration</b>	<b>\$252,569</b>	<b>\$257,621</b>	<b>\$262,773</b>	<b>\$268,029</b>	<b>\$273,389</b>	<b>\$278,857</b>	<b>\$284,434</b>	<b>\$290,123</b>	<b>\$295,925</b>	<b>\$301,844</b>	<b>\$2,765,563</b>
<b>Cogen Maintenance</b>	<b>\$13,317</b>	<b>\$13,583</b>	<b>\$13,855</b>	<b>\$14,132</b>	<b>\$14,415</b>	<b>\$14,703</b>	<b>\$14,997</b>	<b>\$15,297</b>	<b>\$15,603</b>	<b>\$15,915</b>	<b>\$145,815</b>
<b>TOTAL EXPENSES W/ COGENERATION</b>	<b>\$739,736</b>	<b>\$754,531</b>	<b>\$769,621</b>	<b>\$785,014</b>	<b>\$800,714</b>	<b>\$816,728</b>	<b>\$833,053</b>	<b>\$849,724</b>	<b>\$866,719</b>	<b>\$884,053</b>	<b>\$8,099,904</b>

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Total
<b>ANNUAL NET SAVINGS</b>	<b>\$27,426</b>	<b>\$27,975</b>	<b>\$28,534</b>	<b>\$29,105</b>	<b>\$29,687</b>	<b>\$30,281</b>	<b>\$30,886</b>	<b>\$31,504</b>	<b>\$32,134</b>	<b>\$32,777</b>	<b>\$300,310</b>
Annual Depreciation	\$43,862	\$75,170	\$53,684	\$38,337	\$27,410	\$27,379	\$27,410	\$13,690	\$0	\$0	\$306,940
Debt Service											
Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Principal	\$306,940	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$306,940
Debt Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Before Tax Margin</b>	<b>(\$16,435)</b>	<b>(\$47,195)</b>	<b>(\$25,150)</b>	<b>(\$9,232)</b>	<b>\$2,277</b>	<b>\$2,902</b>	<b>\$3,477</b>	<b>\$17,815</b>	<b>\$32,134</b>	<b>\$32,777</b>	<b>(\$6,630)</b>
Taxes	(\$16,435)	(\$63,630)	(\$88,780)	(\$98,012)	(\$95,734)	(\$92,833)	(\$89,356)	(\$71,541)	(\$39,407)	(\$6,630)	
State	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CHP Acceleration	\$112,500										
After Tax Margin	\$96,065	(\$47,195)	(\$25,150)	(\$9,232)	\$2,277	\$2,902	\$3,477	\$17,815	\$32,134	\$32,777	\$105,870
Depreciation	\$43,862	\$75,170	\$53,684	\$38,337	\$27,410	\$27,379	\$27,410	\$13,690	\$0	\$0	\$306,940
After Tax Cash Flow	(\$167,014)	\$27,975	\$28,534	\$29,105	\$29,687	\$30,281	\$30,886	\$31,504	\$32,134	\$32,777	\$105,870
Cumulative Cash Flow	(\$167,014)	(\$139,039)	(\$110,505)	(\$81,400)	(\$51,713)	(\$21,432)	\$9,455	\$40,959	\$73,083	\$105,870	
(\$306,940)	\$139,926	\$27,975	\$28,534	\$29,105	\$29,687	\$30,281	\$30,886	\$31,504	\$32,134	\$32,777	
<b>Return on Investment (ROI)</b>	<b>7.6%</b>										

Simple Payback W/ CHP Acceleration In 7.09  
 Simple Payback 11.19  
 Based on Yr 1 Savings  
 Based on Yr 1 Savings

Input Data-Parameters	
<b>Project Finance</b>	
Equity (%)	100.00%
Interest (%)	0.00%
Term (yrs)	0
<b>National Grid SC3</b>	
Customer Charge	260.15
kWhr (Supply & Delivery)	0.092
1st 40kW	392
Over 40KW	13.94635
<b>Ngrid</b>	
Per Therm (average)	0.74
<b>Cogen Rate 4A</b>	
1st 10	123.23
Next 990	0.1897
Over 1000	0.1787
Supply	0.6445
Capital Cost	\$306,940
Equity	\$306,940
Debt	\$0
Payment	#NUM!
<b>Aegen 75kW PowerSync</b>	
System Size	75
# of Systems	1
Total kW output	73
Fuel In (HHV) MMBtu	0.95
Heat Out MMBtu	0.523
<b>Escalation Rates</b>	
General Inflation	2.00%
<b>Tax Depreciation</b>	
Macrs (1 = Yes)	1
<b>Project Taxes</b>	
Federal Inc. (%)	35.00%
State Inc. (%)	9.00%
Tax Life ( yrs)	7

AEGIS ENERGY SERVICES, INC.  
 MAINTENANCE SCHEDULE FOR SHARED SAVINGS

TABLE A  
 SCHEDULED MAINTENANCE

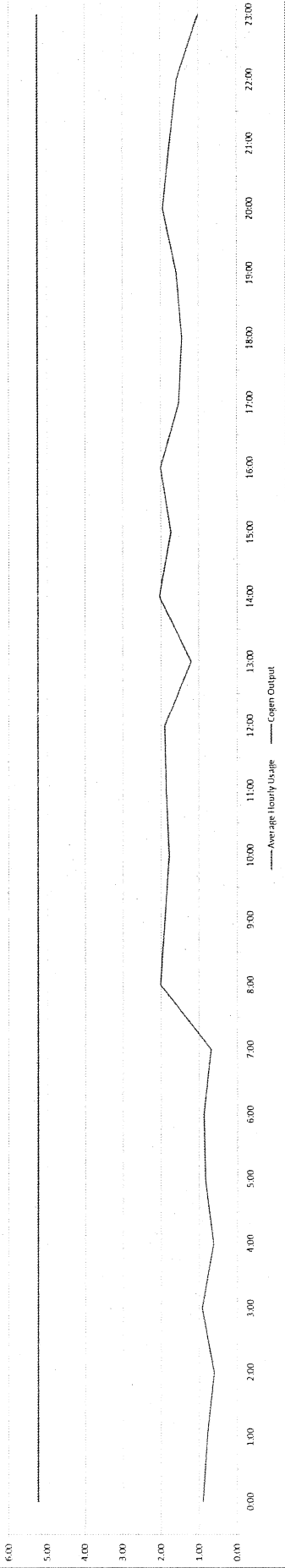
MAINTENANCE PERFORMANCE	SERVICE INTERVAL (HOURS)		
	750	2250	4500
A. Oil Change	X		
B. Replace Oil Filter	X		
C. Replace Air Filter	X		
D. Inspect Battery	X		
E. Check Coolant (if applicable)	X		
F. Clean Air Louvers	X		
G. Check Timing and Carburetor Adjustment	X		
H. Tighten Electric Interface Connections	X		
I. Check/Replace PCV Valve	X	X	
J. Replace Spark Plugs		X	
K. Check Ignition System		X	
L. Check Exhaust Heat Exchanger Drain Traps (if applicable)	X		
M. Grease Generator Bearings*			X
N. Check Connections at Generator Box		X	
O. Check Vibration Mounts			X

\* or every nine months

\*\* or every six months



Average Day DHW Hourly Usage

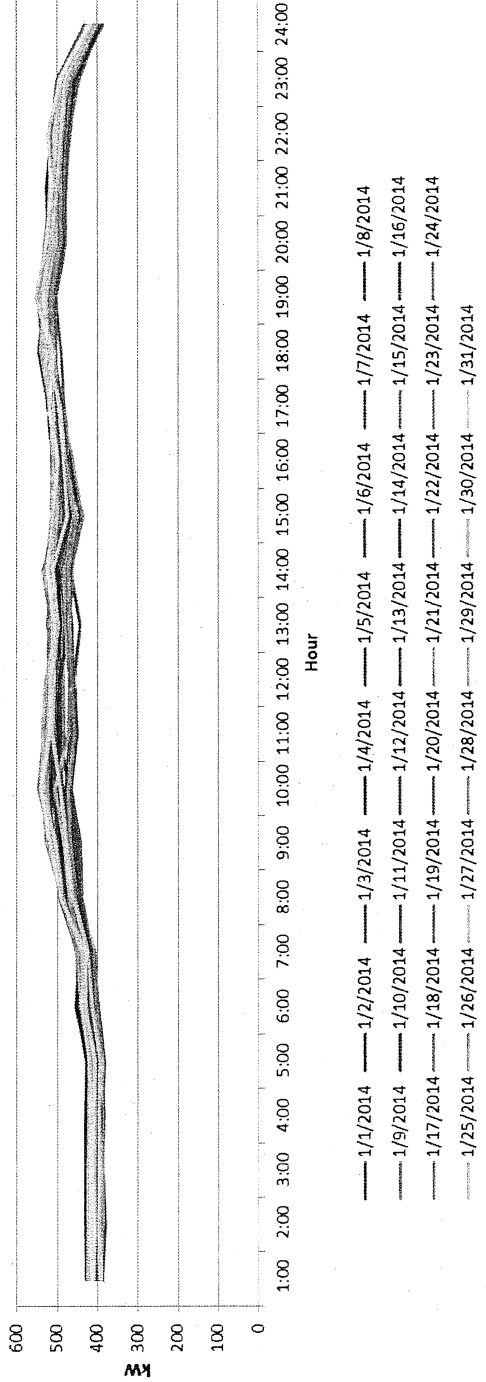


Sum of Therms/hr  
Hour

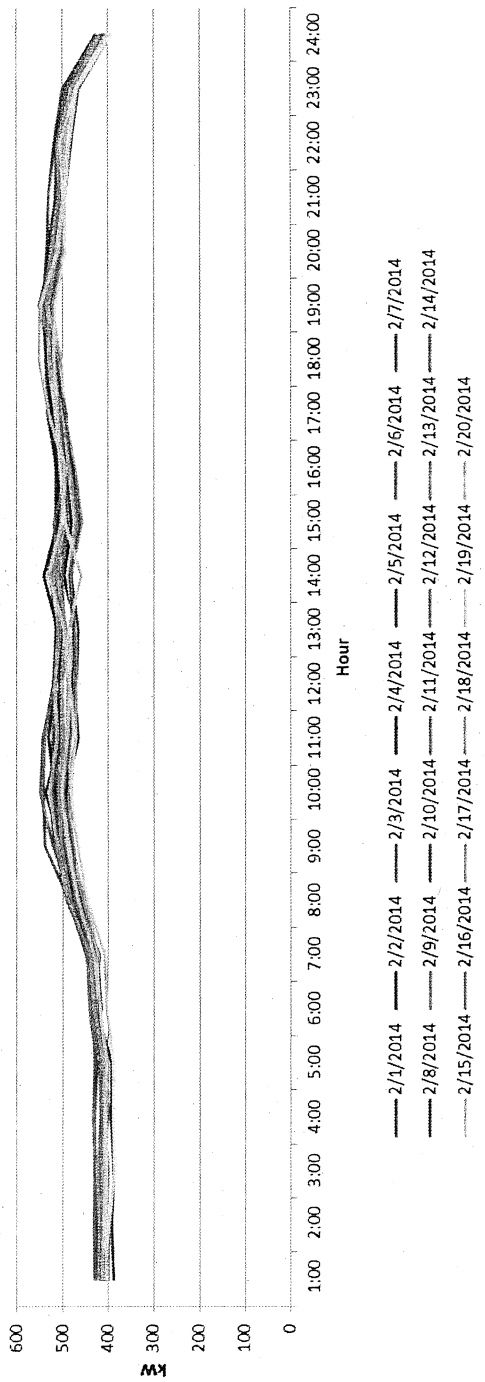
Day	3/11/2014	3/12/2014	3/13/2014	3/14/2014	3/15/2014	3/16/2014	3/17/2014	3/18/2014	3/19/2014	3/20/2014	3/21/2014	3/22/2014	3/23/2014	3/24/2014	3/25/2014
-0	2	0	0.214	0.0205	0.0522	0.3363	2.0052	0.7079	0.1054	0.2465	2.2566	0.028	0.7028	1.7098	1.4135
-1	2	0	2.406	1.9994	0.0463	0.3281	0.123	0.0387	0.0406	0.1654	0.2223	2.1529	0.0805	0.5803	0.7915
-2	2	0	0.2709	0.1789	2.118	2.2741	0.0446	2.1227	2.0846	2.2226	0.1105	0.0448	2.0699	0.0293	0.1605
-3	2	0	0.1638	0.0416	0.0301	0.3933	2.1491	0.0797	0.0571	0.1863	2.2796	0.035	0.1116	0.0673	1.5089
-4	2	0	2.3017	2.2964	1.8806	0.3189	0.0632	0.0331	0.222	0.1071	0.2108	2.1418	0.0749	2.0851	0.7317
-5	2	0	0.2436	0.1115	0.0887	2.3704	0.0617	2.1239	1.9071	2.2936	0.1268	0.0606	2.1168	0.1078	0.1453
-6	2	0	0.1781	0.0573	0.0441	0.4093	2.2016	0.0497	0.0418	0.2785	2.2258	0.0601	0.216	1.6853	1.9693
-7	2	0	2.6457	2.4865	2.5318	1.2607	2.0194	2.2349	2.6823	3.1865	1.9403	2.5022	2.1835	0.6268	1.8586
-8	2	0	2.3962	2.1994	2.2747	1.613	0.2427	2.8595	2.297	1.7667	2.3089	2.3165	2.2184	2.1879	2.0002
-9	2	0	1.6891	2.0273	1.3953	2.2905	2.3425	0.7609	2.5061	2.3167	2.2209	2.2159	2.1411	1.9431	2.7838
-10	2	0	2.0382	2.0811	2.8616	2.3555	2.6653	1.5067	0.4975	1.9028	3.2008	2.415	1.7365	2.1812	0.5911
-11	2	0	1.7776	2.1595	0.8962	2.3803	1.8922	2.1182	3.4481	2.1734	1.9496	1.8844	2.1743	1.9899	1.8236
-12	2	0	2.152	2.1851	2.0225	1.6795	2.0853	2.3289	0.7049	0.6215	0.7823	0.2034	0.3706	0.2138	2.1858
-13	2	6731.616	2.152	2.4264	2.3975	1.0422	2.0853	2.3289	0.7049	0.6215	0.7823	0.2034	0.3706	0.2138	2.1858
-14	2	2.0302	2.6253	2.4264	2.3975	1.6795	2.1293	1.4933	2.2283	2.2625	2.424	2.4465	2.2375	2.0382	2.1969
-15	2	2.433	1.8964	1.66	1.9622	2.2785	0.2387	2.8318	0.6523	1.8652	1.9568	2.0455	1.9783	2.039	2.1678
-16	2	2.1581	0.2855	1.7622	3.0611	2.4229	2.5112	2.0642	2.519	2.4756	2.1878	2.4818	2.1423	2.1173	1.8082
-17	2	2.9012	2.189	1.8142	0.5932	1.6284	1.9034	1.2541	2.5737	1.568	0.7371	1.9469	0.3232	1.8788	1.5138
-18	2	0.5304	2.2244	1.4117	2.2128	0.9109	1.4864	3.0604	2.5102	1.1774	1.8847	1.0085	2.2964	0.1183	0.71
-19	2	2.6888	2.3167	1.0536	2.0108	2.1853	0.6502	0.2495	0.428	2.2346	2.2415	1.3501	2.1533	2.136	2.0303
-20	2	2.5238	0.2249	1.9853	2.4855	2.1854	2.1341	2.2695	2.4582	2.3905	2.1794	1.959	2.1386	2.1042	1.9935
-21	2	0.5978	2.2851	2.0701	2.2252	2.2111	2.119	2.0716	2.3067	2.3987	1.211	2.0357	0.2814	2.1114	2.5218
-22	2	2.2009	2.1471	1.9564	2.0116	0.2796	1.2189	1.994	2.6175	2.1178	1.1982	1.9237	2.023	1.7925	0.1201
-23	2	2.2225	0.3697	0.1666	1.1163	2.4922	0.9957	0.1994	0.4165	0.4087	2.3064	0.0804	1.7923	0.1393	2.4831

Grand Total

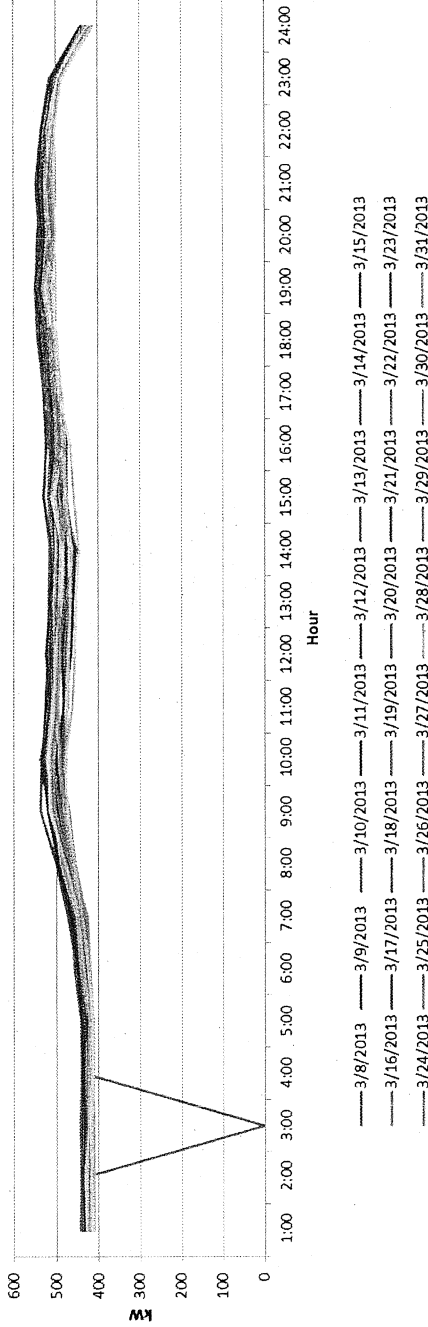
### Hourly Electric Usage in Month 1



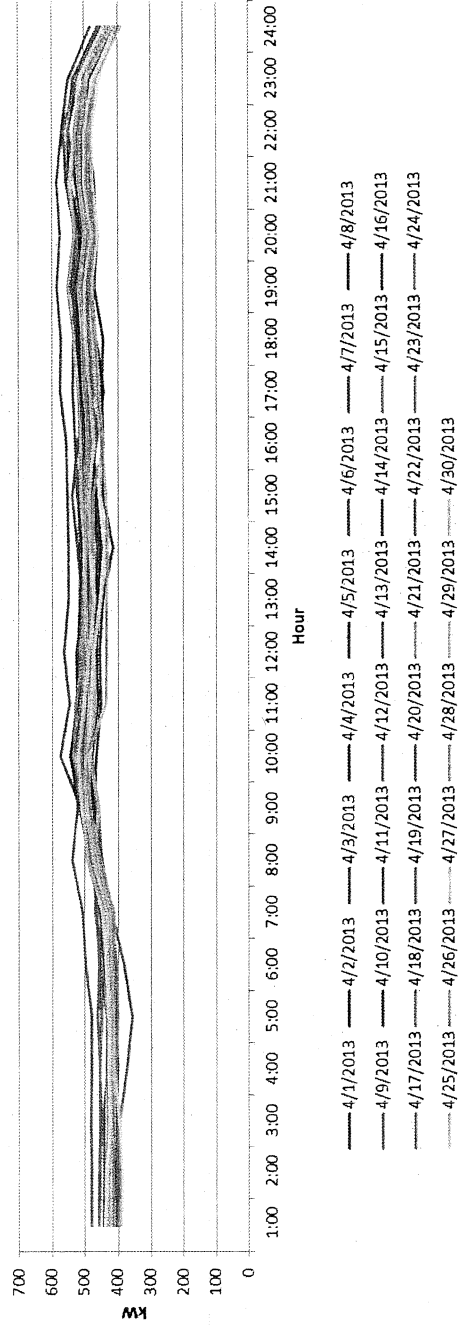
### Hourly Electric Usage in Month 2



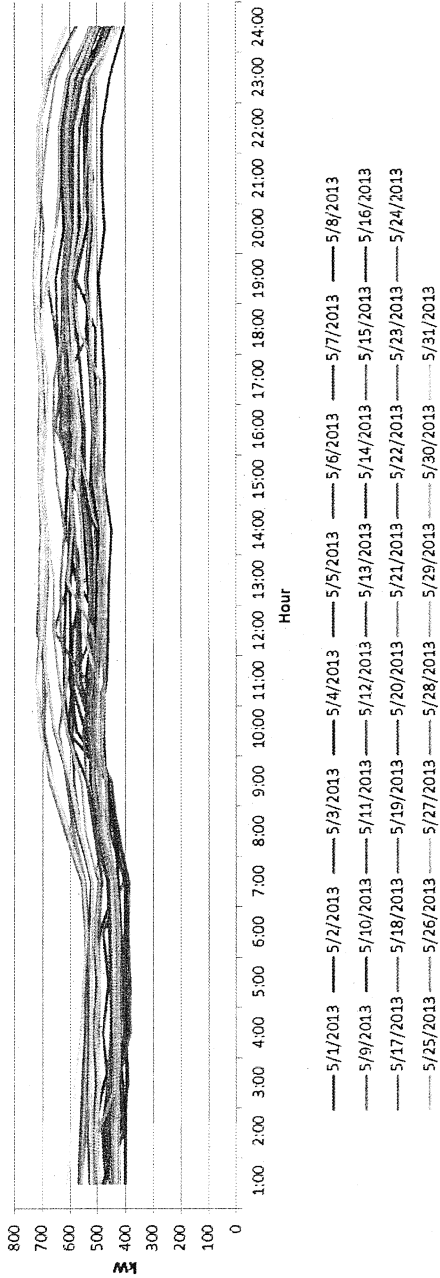
### Hourly Electric Usage in Month 3



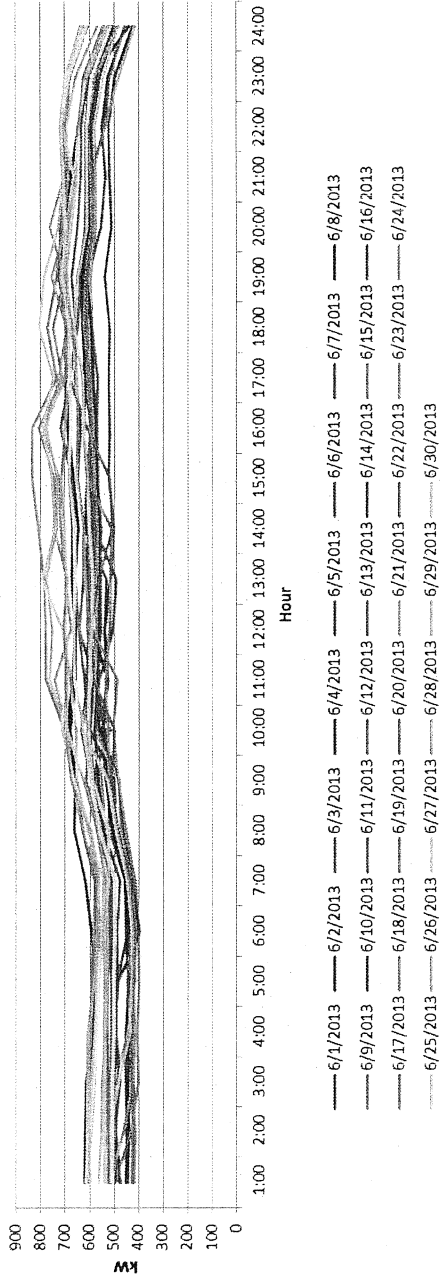
### Hourly Electric Usage in Month 4



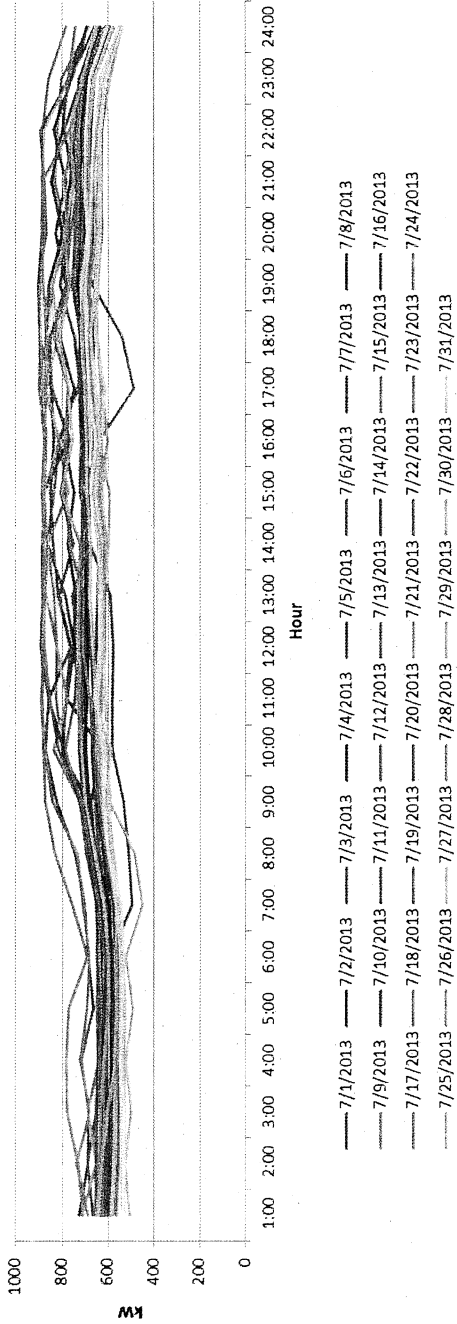
### Hourly Electric Usage in Month 5



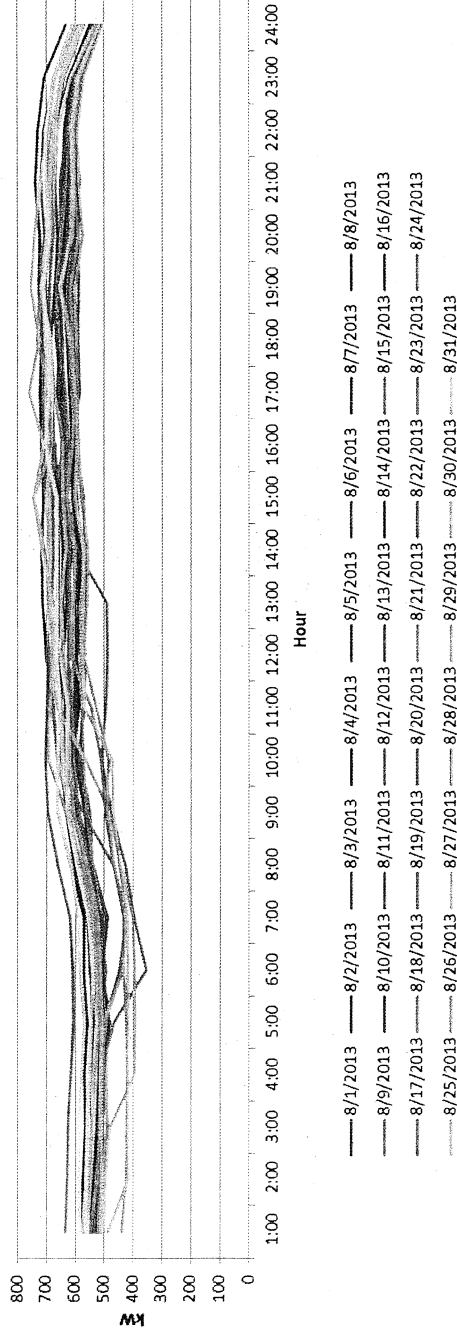
### Hourly Electric Usage in Month 6



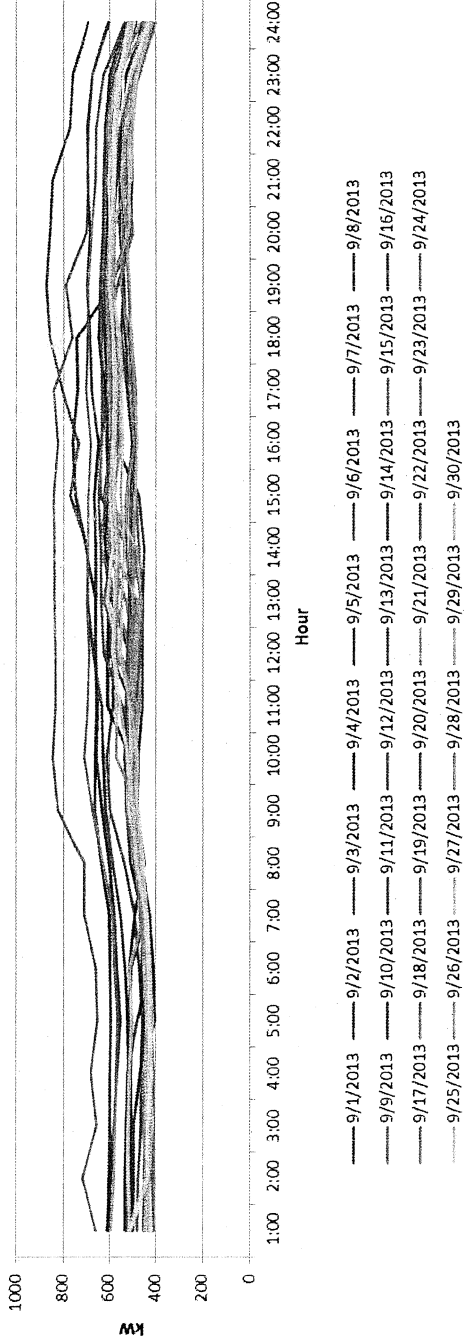
### Hourly Electric Usage in Month 7



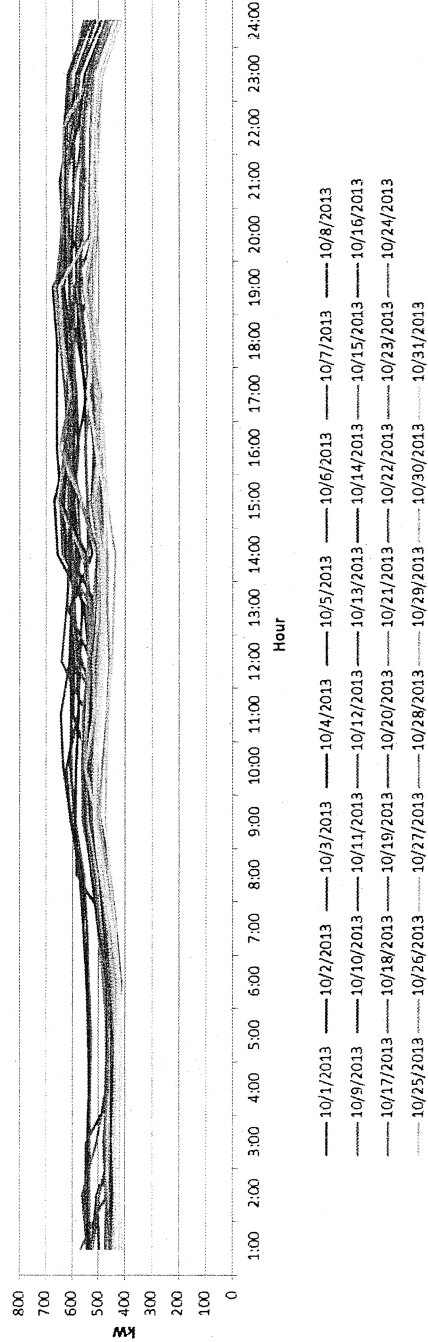
### Hourly Electric Usage in Month 8



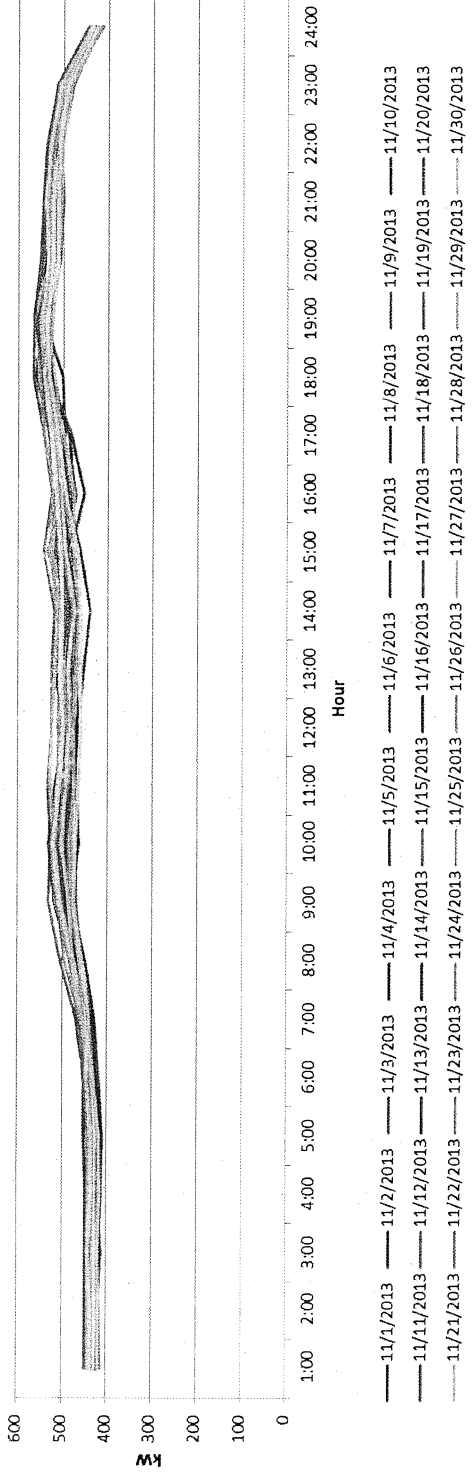
### Hourly Electric Usage in Month 9



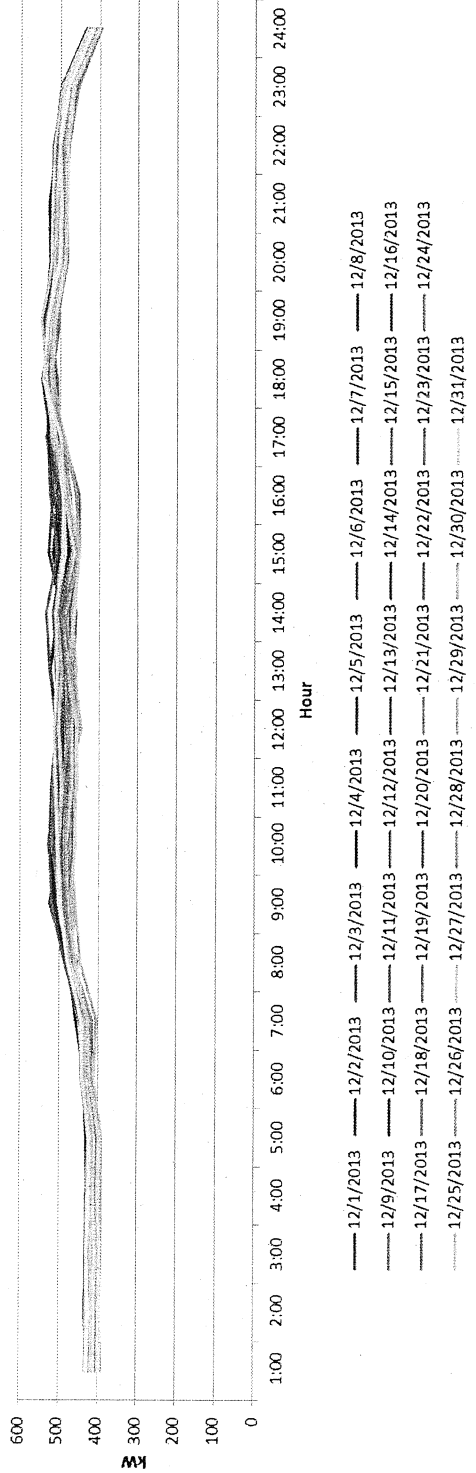
### Hourly Electric Usage in Month 10



### Hourly Electric Usage in Month 11



### Hourly Electric Usage in Month 12





617.20  
Appendix B  
Short Environmental Assessment Form

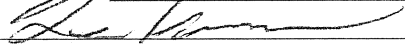
**Instructions for Completing**

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

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

Part 1 - Project and Sponsor Information			
Name of Action or Project: Oneida County Corrections Facility			
Project Location (describe, and attach a location map): 6075 Judd Road, Oriskany NY 13424			
Brief Description of Proposed Action: Installation of a 75kW Aegen PowerSync in the housing unit mechanical room to serve the domestic hot water needs of the new building and the space heating needs of the entire complex.			
Name of Applicant or Sponsor: Aegis Energy Services, Inc.		Telephone: 413-536-1156	
		E-Mail: LeeV@aegisenergyservices.com	
Address: 55 Jackson Street			
City/PO: Holyoke		State: MA	Zip Code: 01040
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: DOB approval and permits as well as Utility electric and gas interconnection approval.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		20.38 acres	
b. Total acreage to be physically disturbed?		.0042 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		20.38 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): Prison			
<input type="checkbox"/> Parkland			



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>Lee Vardakas</u>	Date: <u>4/15/14</u>	
Signature: 		

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

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

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
<u>Oneida County</u>	<u>08/21/2014</u>
Name of Lead Agency	Date
<u>Mark E Laramie, PE</u>	<u>Deputy Commissioner</u>
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT**



SERVICE FOR  
 COUNTY OF ONEIDA  
 CORRECTIONAL FAC  
 6075 JUDD RD,  
 ORISKANY NY 13424

BILLING PERIOD  
 Dec 19, 2013 to Jan 22, 2014

ACCOUNT NUMBER	<b>PLEASE PAY BY</b>	<b>AMOUNT DUE</b>
58349-79104	Feb 16, 2014	\$ 47,996.47

www.nationalgrid.com  
 C & I BUSINESS TEAM M-F 8-5  
 1-800-664-6729

AUTOMATED SERVICES  
 1-888-932-0301

GAS EMERGENCIES  
 1-800-892-2345  
 (Does not replace 911 emergency  
 medical service)

OUTAGE AND ELECTRIC EMERGENCIES  
 1-800-867-5222

CORRESPONDENCE ADDRESS  
 300 Erie Blvd West  
 Syracuse, NY 13202

DATE BILL ISSUED  
 Jan 23, 2014

**Enrollment Information**

To enroll with a supplier or change to  
 another supplier, you will need the  
 following information about your account:

Acct No: 58349-79104 Cycle: 15, COUN

**Electric Usage History**

Month	kWh	Month	kWh
Jan 13	338604	Aug 13	427777
Feb 13	343996	Sep 13	396818
Mar 13	324044	Oct 13	394653
Apr 13	340217	Nov 13	334424
May 13	407698	Dec 13	344326
Jun 13	384360	Jan 14	379184
Jul 13	542611		

**Billed Demand Last 12 months**

Minimum	571.2
Maximum	921.6
Average	689.2

**▶ DID YOU FORGET? ◀**

The total amount due includes an unpaid balance from a previous bill. If you have already paid this balance, please disregard this message. Thank You.

**ACCOUNT BALANCE**

Previous Balance	35,991.12
Payment Received on JAN 13 (Check)	- 32,321.44
<b>Balance Forward</b>	<b>3,669.68</b>
Current Charges	+ 44,326.79
<b>Amount Due ▶</b>	<b>\$ 47,996.47</b>

To avoid late payment charges of 1.5%, \$ 47,996.47 must be received by Feb 16 2014.

**SUMMARY OF CURRENT CHARGES**

	DELIVERY SERVICES	SUPPLY SERVICES	OTHER CHARGES/ ADJUSTMENTS	TOTAL
Electric Service	8,160.30	36,056.39		44,216.69
Other Charges/Adjustments			110.10	110.10
<b>Total Current Charges</b>	<b>\$ 8,160.30</b>	<b>\$ 36,056.39</b>	<b>\$ 110.10</b>	<b>\$ 44,326.79</b>

Save time and money! Sign up for paperless billing and receive a \$ 0.40 credit on your monthly bill. Visit our website to enroll today.

**PAYMENT CONCERNS?:** We're here to help you. We have several plans that can help you manage your energy bills. Go to www.nationalgridus.com/paymentoptions to find out more or call us at 1-800-443-1837 .

★ **WILL WE BE ABLE TO REACH YOU DURING A POWER OUTAGE?:** During a power outage, phones with a direct link to a local phone line are able to operate. Phones that are **not** directly linked (for example, wireless phones with answering machines) need electricity to make/receive calls. If you would like to register another phone number, such as a cell phone, as your account's primary phone number, please go to www.nationalgrid.com/myaccount to update your information so that we may be able to reach you with important information during power outages.

KEEP THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.



300 Erie Blvd West  
 Syracuse NY 13202-0960

\*\*\*AUTO\*\*SCH 3-DIGIT 130  
 COUNTY OF ONEIDA  
 CORRECTIONAL FAC  
 6065 JUDD RD  
 ORISKANY NY 13424-4218

ACCOUNT NUMBER	<b>PLEASE PAY BY</b>	<b>AMOUNT DUE</b>
58349-79104	Feb 16, 2014	\$ 47,996.47 <i>includes amount past due</i>

**▶ DID YOU FORGET ? ◀**

ENTER AMOUNT ENCLOSED

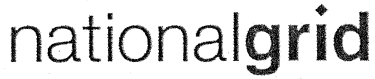
\$

Write account number on check and make payable to National Grid

NATIONAL GRID  
 PO BOX 11742  
 NEWARK NJ 07101-4742

056948

004432679 58349791047004799647047



SERVICE FOR  
COUNTY OF ONEIDA  
CORRECTIONAL FAC  
6075 JUDD RD, .  
ORISKANY NY 13424

BILLING PERIOD  
Dec 19, 2013 to Jan 22, 2014

PAGE 2 of 4

ACCOUNT NUMBER 58349-79104  
PLEASE PAY BY Feb 16, 2014

AMOUNT DUE  
\$ 47,996.47

### DETAIL OF CURRENT CHARGES

#### Delivery Services

	Energy	Demand	Reactive
Metered Usage	379184 kWh	571.2 kW	283.2 RkVA
<b>Billed Usage</b>	<b>379184 kWh</b>	<b>571.2 kW</b>	<b>92.8 RkVA</b>

METER NUMBER 05010333      NEXT SCHEDULED READ DATE Feb 20  
SERVICE PERIOD Dec 20 - Jan 22      NUMBER OF DAYS IN PERIOD 34      METERING TYPE Secondary  
RATE Electric SC3      VOLTAGE DELIVERY LEVEL 0 - 2.2 kv  
TRANSFORMER OWNERSHIP

Customer			303.61
Demand	9.25 x 571.2 kW		5,283.60
Reactive Billed	0.85 x 92.8 RkVA		78.88
SBC/RPS	0.00765933 x 379184 kWh		2,904.30
Incr State Assessment	1.05 x 571.2 kW		599.76
Legacy Transition Chrg	-0.000068 x 379184 kWh		-25.78
Transmission Rev Adj	-0.00136 x 379184 kWh		-515.69
RDM	-0.82 x 571.2 kW		-468.38
<b>Total Delivery Services</b>			<b>\$ 8,160.30</b>

#### Supply Services

SUPPLIER National Grid

Hourly Electricity Supply			30,491.86
Merchant Function	0.00068465 x 379184 kWh		259.61
Capacity Tag Charge	4.46635 x 761.31 kW		3,400.28
ESRM	0.005023 x 379184 kWh		1,904.64
<b>Total Supply Services</b>			<b>\$ 36,056.39</b>

[www.nationalgrid.com](http://www.nationalgrid.com)  
**Understanding Demand Charges**

Applied to nonresidential customers' service bills, demand charges help National Grid provide and maintain its electric service equipment and meet peak consumption periods.

Demand usage levels are used to determine the appropriate service classification under which a nonresidential customer will be billed. A change in recorded demand may cause a customer to be moved to a different service classification with different rates and charges.

Whenever a nonresidential customer served under Service Classification No. 2 has recorded energy consumption greater than 2,000 kilowatt-hours (kWh) per month for four consecutive months, or whenever the connected load of a customer indicates that the energy consumption will exceed 2,000 kWh per month, National Grid will start billing for demand.

Once demand billing begins under SC-2, it does not end until after a customer's monthly energy consumption has been less than 2,000 kWh per month for 12 consecutive months. This requirement cannot be avoided by terminating service.

If a customer's monthly measured demand has equaled or exceeded 100 kilowatts (kW) in each of the previous 12 months and the average monthly load characteristics (sum of 12 monthly metered energies divided by the sum of the 12 monthly measured demands) indicate greater than 150 hours use, or when in the Company's opinion the applicant's demand will equal or exceed 100 kW in 12 consecutive months, the customer will be moved to SC-3. The customer will remain on SC-3 until the monthly measured demand has been less than 100 kW for 12 consecutive months following the initial term of service.

Information relating to the applicability of service classifications and demand billing can be found in National Grid's Electric Tariff. The tariff is available for review at [www.nationalgridus.com/tariff](http://www.nationalgridus.com/tariff) or at the Public Service Commission headquarters in Albany.

For National Grid service classifications, prices for electric service and supply, or other energy-related information, see [www.nationalgrid.com](http://www.nationalgrid.com) or call our Commercial and Industrial Business Team at 1-800-664-6729, Monday-Friday, 8 a.m.- 5 p.m.

You may also reach us via email at [www.nationalgridus.com/contactus](http://www.nationalgridus.com/contactus).

**Other Charges/Adjustments**

Late Payment Charges	110.10
<b>Total Other Charges/Adjustments</b>	<b>\$ 110.10</b>

► **For Your Information**

*The following charges are already included in the "Delivery Services" portion of your bill. If you were to choose an alternate supplier, billing charges would be paid to National Grid by that supplier. For information on metering services visit, [http://www.dps.state.ny.us/esco\\_metering.html](http://www.dps.state.ny.us/esco_metering.html).*

**Billing & Metering Services**

Electric Meter Ownership	5.96
Electric Meter Installation & Maintenance	5.08
Electric Meter Data Service/Reading	3.46
Billing	1.24

<b>Total Metering &amp; Billing Services</b>	<b>\$15.74</b>
--	----------------

## For Your Information

We want you to easily understand your bill, the terms we use and the charges that appear. Following is a brief explanation of items that appear on your bill, as well as payment programs and billing services we offer. If you have questions or want more detailed explanations, please visit our website at [www.nationalgrid.com](http://www.nationalgrid.com) or call 1-800-642-4272.

### Paying Your Bill/ Payment Options

- **DirectPay:** If you choose, National Grid will automatically withdraw your monthly bill payment from your checking or savings account. You will avoid the inconvenience of check writing, stamps, mailing and due dates. Your service bill will indicate your energy usage and the date of your next automatic withdrawal.
- **By Mail:** Send us your payment in the envelope provided with your bill. For your protection, please do not send cash. Put your 10-digit account number on your check or money order and include your bill stub. Please do not staple or paper clip your check to the stub.
- **In Person:** Pay at an authorized payment location by cash or check. Please bring your bill with you. Most locations charge a fee for providing this service. For the payment locations nearest you, visit our website or contact us.
- **Online:** Enroll online to receive and pay your bill online. The online function will begin with the next billing cycle following your enrollment.
- **Late Payment Charge:** To avoid Late Payment Charges, your payment must be received by the date shown on the front of the bill.

## Charges

Charges for electric or gas service are based on rates or prices approved by the New York State Public Service Commission (PSC). When changes in prices are approved by the PSC, information will be included with your bill. Complete price schedules are available on our website or by contacting us.

**Basic Service:** A charge to cover costs for meter reading, billing, equipment and maintenance. This charge is the same regardless of how much energy is used during the billing period.

**Tariff Surcharge:** New York State and many local municipalities impose taxes on National Grid's revenue. These operating costs are recovered through a tariff surcharge applied to all rates and charges and may vary among taxing municipalities within the National Grid system area.

**Sales Tax:** In some areas National Grid is required to collect state and local sales taxes. Some school districts also impose taxes.

**Incremental State Assessment Surcharge:** A surcharge collected on behalf of New York State in accordance with Public Service Law, Section 18-a which established the Temporary State Energy and Utility Service Conservation Assessment.

## Billing Credits

**Paperless Billing Credit:** A credit provided to Customers who elect to receive their bills electronically through the Company's Online Bill-Pay Program.

## Energy Measurement Terms

**kWh:** The unit of electricity usage measured by your meter. One kilowatt-hour (kWh) is 1000 watts-hours, and will light a 100-watt bulb for 10 hours. The number of kWhs is used to determine the electricity charges on your bill.

**Meter Multiplier:** Due to their design, some meters record a fraction of the total usage. The multiplier is used to convert the recorded meter reading on these types of meters to total actual consumption.

## Electric Service

**Delivery:** National Grid's charges for bringing electricity from your supplier to your premise, regardless of supplier.

**Legacy Transition Charge (LTC):** All delivery service customers are billed the cost or benefit of electricity supply contracts the Company entered prior to June 1, 2001. Residential customers also receive the benefit of low cost hydropower and a discount payment from the New York Power Authority.

**Merchant Function Charge:** A charge for the Company's cost to procure electricity supply. The Company will not bill you this charge if you choose an alternate supplier.

**Capacity Tag:** Your adjusted electricity demand at the hour of the New York Control Area peak load in the most recent 12 month period ending May 1.

**SBC/RPS:** These charges reflect costs associated with mandated public policy programs, such as energy efficiency.

**Revenue Decoupling Mechanism ("RDM")** – Reconciles actual billed delivery service revenues to annual target revenues. Delivery service revenues above target are refunded to customers. Target revenues above actual delivery service revenues are collected from customers.

**Transmission Revenue Adjustment:** Reconciles wholesale transmission service revenue to the forecasted transmission service revenue embedded in electric delivery rates. Transmission service revenues above those forecasted are credited to customers. Forecast revenues above actual revenues are collected from customers.

**Electricity Supply:** The price of electricity supply used during the billing period. If you choose an alternate supplier, the price will be what you agree upon with that supplier.

**Electricity Supply Reconciliation Mechanism (ESRM):** Reconciles National Grid's electricity supply service revenues to the cost of Company-purchased electricity. Costs above revenues are recovered from customers. Revenues above costs are credited to customers.

## Estimating Your Usage

When we are unable to obtain a reading, we estimate your usage based on your past usage, taking current weather conditions into account. Because our meters keep a continuous record of usage, any difference between estimated and actual usage is reconciled with the next meter reading. To avoid estimated readings, you can take your own reading on or just before the scheduled date shown on your bill and call it in at 1-888-932-0301.

For more information, visit us at:  
[www.nationalgrid.com](http://www.nationalgrid.com) or call 1-800-642-4272  
Customers with problems paying their National Grid bill should call 1-800-443-1837.



nationalgrid	<b>DISTRIBUTION PLANNING DOCUMENT</b> Feasibility Study	Doc. #SP.DGS6805.1 Page 1 of 9
	Small Generating Facility-NYSSIR	Version 1.0 – 04/10/2014
<b>Project</b>	<b>Oneida County Correctional 75KW CHP Parallel Generator</b>	Preliminary

**Preliminary**

**Coordinated Electric System Impact Review Study**

**For**

**Oneida County Correctional Facility**

**75 kW (93.75 kVA) Synchronous CHP Generator**

**Oriskany, NY**

**Interconnection to National Grid**

**In NY Mohawk Valley Region**

---

"THIS DOCUMENT AND ANY ATTACHMENTS HERETO ("DOCUMENT") IS MADE AVAILABLE BY NATIONAL GRID USA UPON AND SUBJECT TO THE EXPRESS UNDERSTANDING THAT: (A) NEITHER NATIONAL GRID NOR ANY OF ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS, OR EMPLOYEES MAKES ANY WARRANTY, ASSURANCE, GUARANTY, OR REPRESENTATION WITH RESPECT TO THE CONTENTS OF THE DOCUMENT OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED OR REFERENCED IN THE DOCUMENT, AND (B) NATIONAL GRID USA, ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS, AND EMPLOYEES SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR INACCURACIES, ERRORS, OR OMISSIONS IN, OR ANY BUSINESS OR POLICY DECISIONS MADE BY ANY DIRECT OR INDIRECT RECIPIENT IN RELIANCE ON, THIS DOCUMENT OR THE INFORMATION CONTAINED OR REFERENCED THEREIN; ALL SUCH LIABILITY IS EXPRESSLY DISCLAIMED."

---

PRINTED COPIES ARE NOT DOCUMENT CONTROLLED.		
FOR THE LATEST AUTHORIZED VERSION PLEASE REFER TO THE DISTRIBUTION ASSET MANAGEMENT DOCUMENTS CABINET IN DOCUMENTUM.		
File: SP.DGS6805.1    CLA# 25.1-13-6805    WR# 16648497	Originating Department: Retail Connections Engineering - NY	Sponsor: Technical Sales and Engineering Support - NY
App File: NY-6805 Oneida County Correctional 75kW CHP Preliminary CESIR_04-10-2014 Issue r1.doc		

nationalgrid	<b>DISTRIBUTION PLANNING DOCUMENT</b>	Doc. #SP.DGS6805.1
	<b>Feasibility Study</b>	Page 2 of 9
	<b>Small Generating Facility-NYSSIR</b>	Version 1.0 – 04/10/2014
<b>Project</b>	<b>Oneida County Correctional 75KW CHP Parallel Generator</b>	Preliminary

## TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
<b>1.0 INTRODUCTION</b>	<b>2</b>
<b>2.0 OBJECTIVE</b>	<b>2</b>
<b>3.0 BACKGROUND</b>	<b>3</b>
3.1 DESCRIPTION OF NATIONAL GRID'S EPS	3
3.2 DESCRIPTION OF THE CUSTOMER ELECTRICAL SYSTEM	3
<b>4.0 FEASIBILITY OF PROPOSED INTERCONNECTION</b>	<b>4</b>
4.1 PRELIMINARY CESIR REVIEW	4
<b>5.0 COST ESTIMATE FOR COMPLETING A CESIR</b>	<b>4</b>
5.1 PRELIMINARY CESIR INTERCONNECTION COST CONSIDERATIONS	4
5.2 COST ESTIMATE FOR A FINAL CESIR	5
5.3 TERMS AND CONDITIONS ON COST ESTIMATES	5
<b>6.0 PRELIMINARY COMMENTS ON INSTALLATION COMPLIANCE AND REQUIREMENTS</b>	<b>5</b>
6.1 CUSTOMER REQUIREMENTS/INTERCONNECTION DETAILS	5
6.2 PROTECTIVE RELAYING, METERING AND TELEMETRY	6
6.2.1 <i>Proposed Relays, Settings</i>	6
6.75 <i>Use of Microprocessor Based Relays</i>	6
6.2.3 <i>Metering &amp; Telemetry</i>	6
<b>7.0 REVISION HISTORY</b>	<b>6</b>
<b>8.0 ATTACHMENTS</b>	<b>6</b>

### 1.0 INTRODUCTION

Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid" or the "Company") has reviewed the small generator interconnection application and design submittal for a 75 kW combined heat and power ("CHP") generating facility from the Oneida County Correctional Facility ("Customer" or "Applicant") to determine the feasibility and preliminary system impacts of the proposed project in accordance with the NYS SIR. Rule 53 of the Company's tariff, PSC No. 220, applies to a 2 MW or less parallel generation interconnect request under a Form G interconnection agreement. For DG projects exceeding 2 KW, please refer to the Company's ESB 756 Appendix A.

### 2.0 OBJECTIVE

In accordance with the process guidelines listed in the current NYS-SIR document, National Grid has performed a preliminary Coordinated Electric System Impact Review (CESIR) of the above proposed DG project to determine:

PRINTED COPIES ARE NOT DOCUMENT CONTROLLED.		
FOR THE LATEST AUTHORIZED VERSION PLEASE REFER TO THE DISTRIBUTION ASSET MANAGEMENT DOCUMENTS CABINET IN DOCUMENTUM.		
File: SP.DGS6805.1 CLA# 25.1-13-6805 WR# 16648497 App File: NY-6805 Oneida County Correctional 75kW CHP Preliminary CESIR_04-10-2014 Issue r1.doc	Originating Department: Retail Connections Engineering - NY	Sponsor: Technical Sales and Engineering Support - NY

nationalgrid	<b>DISTRIBUTION PLANNING DOCUMENT</b>	Doc. #SP.DGS6805.1
	<b>Feasibility Study</b>	Page 3 of 9
	<b>Small Generating Facility-NYSSIR</b>	Version 1.0 – 04/10/2014
<b>Project</b>	<b>Oneida County Correctional 75KW CHP Parallel Generator</b>	Preliminary

- whether the proposed interconnection is viable or not,
- an estimate of costs associated with the completion of the CESIR, and
- preliminary requirements for protective relaying, metering and telemetry.

This preliminary CESIR has been performed to review the proposed installation of a 75 kW (93.75 kVA) CHP for Oneida County Correctional Facility at 6075 Judd Rd., Oriskany, NY 13424 to determine if it meets screening criteria outlined in the Company's "Requirements for Parallel Generation Connected to a National Grid EPS". A final CESIR will be required before the Customer can proceed with the system installation following the requirements identified in this document and the Company's ESB 756 Appendix B.

### 3.0 BACKGROUND

#### 3.1 Description of National Grid's EPS

The Customer's facility is already connected to National Grid through an existing 480 V service at the secondary side of a Company owned 2500kVA, 13.2\_Yg/277-480\_Yg, 3φ pad mounted transformer (Account No. 58349-79104); on National Grid's 13.2 kV distribution circuit, Walesville 33152, that is connected to Walesville Substation ES #331. There is existing Customer load at this service point. Peak feeder demand has been recorded to be 5.9 MVA [Summer 2013]. Walesville Station is a single transformer substation with a 33MVA, LTC transformer and three (3) feeders connected to it. The peak load recorded at Walesville is 19.4 MVA [Summer 2012]. Presently there is no other distributed generation on this circuit.

#### 3.2 Description of the Customer Electrical System

The Customer has an existing 2500 amp 277/480V 3φ 4-wire service. The Company determined the delivery voltage according to the ESB 750 for the service connection when it was first established. The interconnection is proposed as a peak load shaving facility connected to National Grid's system. The peak customer demand over a 12 month period beginning April 1, 2012 has been 1440 kVA while the minimum demand over the same time period has been estimated to be 360 kVA.

Based on the manufacturer's specifications provided with the application the proposed generating system consists of one (1) 75 kW combined heat and power synchronous generator. The output of the generator is connected to a 150 A circuit breaker housed within the cogeneration unit. The output of the 150 A breaker is connected to a new 200 A fused disconnect. This then continues on to 150 A breaker that is located in a 400 A, 277/480, 3φ, 4-wire Cogen Standby Panel. This then continues on to a new 200 A rated contactor and then to a new 400 A rated, 250 A fused Standby Panel Source Disconnect (89S) which is tapped onto the 277/480 V bus located in the Customer's existing 400 A rated 277/480, 3φ, 4-wire Main Control Center (MCC-5); which is protected by a 400 A Main CB. This then continues on to the Customer's 2500 A rated 277/480, 3φ, 4-wire Main Distribution Switchboard and then to an existing 2500 AR Main Service Disconnect which then continues on to the Company's 2500 kVA, 13.2 kV - 277/480 V 3φ step up

PRINTED COPIES ARE NOT DOCUMENT CONTROLLED.		
FOR THE LATEST AUTHORIZED VERSION PLEASE REFER TO THE DISTRIBUTION ASSET MANAGEMENT DOCUMENTS CABINET IN DOCUMENTUM.		
File: SP.DGS6805.1    CLA# 25.1-13-6805    WR# 16648497	Originating Department: Retail Connections Engineering - NY	Sponsor: Technical Sales and Engineering Support - NY
App File: NY-6805 Oneida County Correctional 75kW CHP Preliminary CESIR_04-10-2014 Issue r1.doc		

nationalgrid	<b>DISTRIBUTION PLANNING DOCUMENT</b> Feasibility Study	Doc. #SP.DGS6805.1  Page 4 of 9
	Small Generating Facility-NYSSIR	Version 1.0 – 04/10/2014
<b>Project</b>	<b>Oneida County Correctional 75KW CHP Parallel Generator</b>	Preliminary

transformer. The configuration of the transformer is wye-ground – wye-ground. The 75kW CHP system shall not export power beyond the PCC onto National Grid's EPS since net metering is not allowed for this system.

#### 4.0 FEASIBILITY OF PROPOSED INTERCONNECTION

##### 4.1 Preliminary CESIR Review

1. Preliminary review shows that the aggregate peak load at this customer location ranges from 522 - 1044 kVA prior to addition of the proposed 75 kW distributed generation ("DG") unit. The unit is approximately 26% of the minimum loading at the Customer's site; which was estimated based on the Customer's load data. The aggregate generation at the Customer's site 75 kW (93.75 kVA) is less than 33% of the maximum capacity of the local area EPS. The addition of the DG unit will reduce the Customer's loading and that of the Company's EPS. The costs for any changes to the local EPS that are needed to support this generator installation shall be borne by the Customer.
2. Based on the NYS-SIR requirements the proposed micro CHP DG unit is not eligible for net metering and therefore will not be allowed to export power beyond the PCC onto National Grid's EPS. Reverse power relay controls may be required. Details of the design, including the need for reverse power relays, will be documented in the final CESIR.
3. The unit shall not be used to actively regulate the power factor and voltage at the PCC.
4. The existing meter shall be detented s net metering is not allowed. The details of this metering arrangement shall be documented in the final CESIR.

#### 5.0 COST ESTIMATE FOR COMPLETING A CESIR

##### 5.1 Preliminary CESIR Interconnection Cost Considerations

Based on the Customer's proposal, the following items have been considered to date relative to interconnection requirements for the DG unit:

1. The Customer's existing 2500 A secondary service shall remain as designed. The Customer's installation shall conform to the requirements of ESB 750. The installation shall meet the requirements in ESB 756 Appendix B.
2. Relay modifications and settings for the proposed micro CHP DG unit will require acceptance review by National Grid to ensure the safe reliable operation of the Company's EPS.
3. Direct Transfer Trip ("DTT") that satisfies IEEE 1547 unintentional islanding criteria and the Company's active anti-islanding requirements is most not required for this installation. This requirement will be evaluated and documented in the final CESIR.
4. The conceptual cost estimate for design review and compliance verification of the Customer's DG interconnection's installation is not evaluated in this preliminary

PRINTED COPIES ARE NOT DOCUMENT CONTROLLED.		
FOR THE LATEST AUTHORIZED VERSION PLEASE REFER TO THE DISTRIBUTION ASSET MANAGEMENT DOCUMENTS CABINET IN DOCUMENTUM.		
File: SP.DGS6805.1 CLA# 25.1-13-6805 WR# 16648497 App File: NY-6805 Oneida County Correctional 75kW CHP Preliminary CESIR_04-10-2014 Issue r1.doc	Originating Department: Retail Connections Engineering - NY	Sponsor: Technical Sales and Engineering Support - NY

nationalgrid	<b>DISTRIBUTION PLANNING DOCUMENT</b>	Doc. #SP.DGS6805.1
	<b>Feasibility Study</b>	Page 5 of 9
	<b>Small Generating Facility-NYSSIR</b>	Version 1.0 – 04/10/2014
<b>Project</b>	<b>Oneida County Correctional 75KW CHP Parallel Generator</b>	Preliminary

CESIR and will be provided in the final CESIR.

**5.2 Cost Estimate for a Final CESIR**

An in-depth study is required in order to determine the impacts of this interconnection. The study is anticipated to cost approximately \$7,500 which is required to be paid in full by the Customer prior to the commencement of the final CESIR by National Grid. The impact study agreement will have to be signed and returned along with payment. This agreement will identify the areas that are to be assessed in the in-depth study.

**5.3 Terms and Conditions on Cost Estimates**

The cost estimate for a final CESIR identified herein will be deemed withdrawn if not accepted by the Customer within 90 days. The Company's Technical Sales and Engineering Support Department shall be consulted for the Customer's payments in accordance with the Company's filed tariffs, NMPC PSC No. 220.

The Customer's actual cost responsibility of their DG interconnection will be the final charges as reconciled with the Customer upon completion of the project in accordance with the Company's tariff.

In addition, the scheduling of energization of the DG unit cannot occur until the equipment and system modifications outlined within the final CESIR have been respectively designed, installed, and tested by the Company and Customer.

**6.0 PRELIMINARY COMMENTS ON INSTALLATION COMPLIANCE AND REQUIREMENTS**

**6.1 Customer Requirements/Interconnection Details**

1. A final CESIR study is required.
2. The Customer shall provide an updated one-line diagram to National Grid with the following changes/additions:
  - a. Clearly identify the proposed micro CHP unit with the correct kW, kVA, and power factor AC outputs.
  - b. Identify the generator grounding.
  - c. Identify the size and winding configuration of the Company's transformer.
  - d. Identify the PCC.
  - e. Provide details for the new 250 A, 600 V contactor.
  - f. Include a reverse power relay function on the Beckwith 3410a.
  - g. Include test switches per the requirements of Section 5.7.2 of ESB 756 Appendix B with the proposed protective interface equipment (Beckwith 3410a).
3. The Customer shall provide detailed drawings and relay settings for the method of relay protection control to ensure that the proposed micro CHP unit does not generate beyond the PCC onto National Grid's EPS.
4. The Customer's overall power factor at the PCC shall be in accordance with the NY

PRINTED COPIES ARE NOT DOCUMENT CONTROLLED.		
FOR THE LATEST AUTHORIZED VERSION PLEASE REFER TO THE DISTRIBUTION ASSET MANAGEMENT DOCUMENTS CABINET IN DOCUMENTUM.		
File: SP.DGS6805.1 App File: NY-6805 Oneida County Correctional 75kW CHP Preliminary CESIR_04-10-2014 Issue r1.doc	CLA# 25.1-13-6805 WR# 16648497	Originating Department: Retail Connections Engineering - NY
		Sponsor: Technical Sales and Engineering Support - NY

nationalgrid	<b>DISTRIBUTION PLANNING DOCUMENT</b>	Doc. #SP.DGS6805.1
	Feasibility Study	Page 6 of 9
	<b>Small Generating Facility-NYSSIR</b>	Version 1.0 – 04/10/2014
<b>Project</b>	<b>Oneida County Correctional 75KW CHP Parallel Generator</b>	Preliminary

SIR and ESB 756 Appendix B. If power factor corrective equipment is proposed to be added by the Customer shall (re)submit documentation to the Company for acceptance review. In addition, the Customer shall refer to section 12.4 of ESB 750 for power factor correction service requirements.

5. The Customer's service equipment shall be rated for the maximum available fault current from the Company's EPS and their contribution from the generator, motors, etc. Refer to Section 9 of ESB 750. The maximum fault current and Thevenin equivalent impedance of the Company's EPS available at the service point will be provided in the final CESIR.
6. The Customer is required to maintain any easements as necessary of the Company's facilities on their property for the existing 115 kV service according to ESB 750 and ESB 752.
7. A permanent plaque shall be installed at the revenue meter with a warning about the generator system installed. If the utility disconnect switch is not adjacent to the utility meter, a permanent plaque shall be provided at the meter locating the disconnect switch. All plaques as described in NEC 690.56(B), 705.10, 705.12(D)(7), and 705.70 shall be installed when applicable.

## 6.2 Protective Relaying, Metering and Telemetry

### 6.2.1 Proposed Relays, Settings

Relay settings shall be submitted for the Company's review and acceptance review and shall meet the requirements of Tables 1 and 2 in IEEE 1547 – latest version. The Company will perform witness testing verification of the final relay settings.

### 6.2.2 Use of Microprocessor Based Relays

Protective device equipment shall be specified and installed in accordance with the requirements of Section 5.7 of the Company's ESB 756 Appendix B.

### 6.2.3 Metering & Telemetry

1. The existing meter will remain in place as this project is not eligible for net metering.
2. If required, any DTT communications requirements shall be determined during the detailed study phase.

## 7.0 REVISION HISTORY

<u>Version</u>	<u>Date</u>	<u>Description of Revision</u>
----------------	-------------	--------------------------------

1.0	04/10/2014	Preliminary CESIR for Oneida County Correctional DG Interconnection Project.
-----	------------	--

## 8.0 ATTACHMENTS

Figure 1 – GIS View of Customer Area

PRINTED COPIES ARE NOT DOCUMENT CONTROLLED.		
FOR THE LATEST AUTHORIZED VERSION PLEASE REFER TO THE DISTRIBUTION ASSET MANAGEMENT DOCUMENTS CABINET IN DOCUMENTUM.		
File: SP.DGS6805.1 App File: NY-6805 Oneida County Correctional 75kW CHP Preliminary CESIR_04-10-2014 Issue r1.doc	CLA# 25.1-13-6805 WR# 16648497	Originating Department: Retail Connections Engineering - NY
		Sponsor: Technical Sales and Engineering Support - NY

nationalgrid	<b>DISTRIBUTION PLANNING DOCUMENT</b> Feasibility Study	Doc. #SP.DGS6805.1  Page 7 of 9
	<b>Small Generating Facility-NYSSIR</b>	Version 1.0 – 04/10/2014
<b>Project</b>	<b>Oneida County Correctional 75KW CHP Parallel Generator</b>	Preliminary

Figure 2 - Customer One-Line Diagram as Provided by Applicant

For all National Grid NY Operations Specifications for Electrical Installations, ESB 750 series bulletins, see: <http://www.nationalgridus.com/electricalspecifications>

PRINTED COPIES ARE NOT DOCUMENT CONTROLLED.		
FOR THE LATEST AUTHORIZED VERSION PLEASE REFER TO THE DISTRIBUTION ASSET MANAGEMENT DOCUMENTS CABINET IN DOCUMENTUM.		
File: SP.DGS6805.1    CLA# 25.1-13-6805    WR# 16648497 App File: NY-6805 Oneida County Correctional 75kW CHP Preliminary CESIR_04-10-2014 Issue r1.doc	Originating Department: Retail Connections Engineering - NY	Sponsor: Technical Sales and Engineering Support - NY

nationalgrid	<b>DISTRIBUTION PLANNING DOCUMENT</b> Feasibility Study	Doc. #SP.DGS6805.1  Page 8 of 9
	Small Generating Facility-NYSSIR	Version 1.0 – 04/10/2014
Project	Oneida County Correctional 75KW CHP Parallel Generator	Preliminary



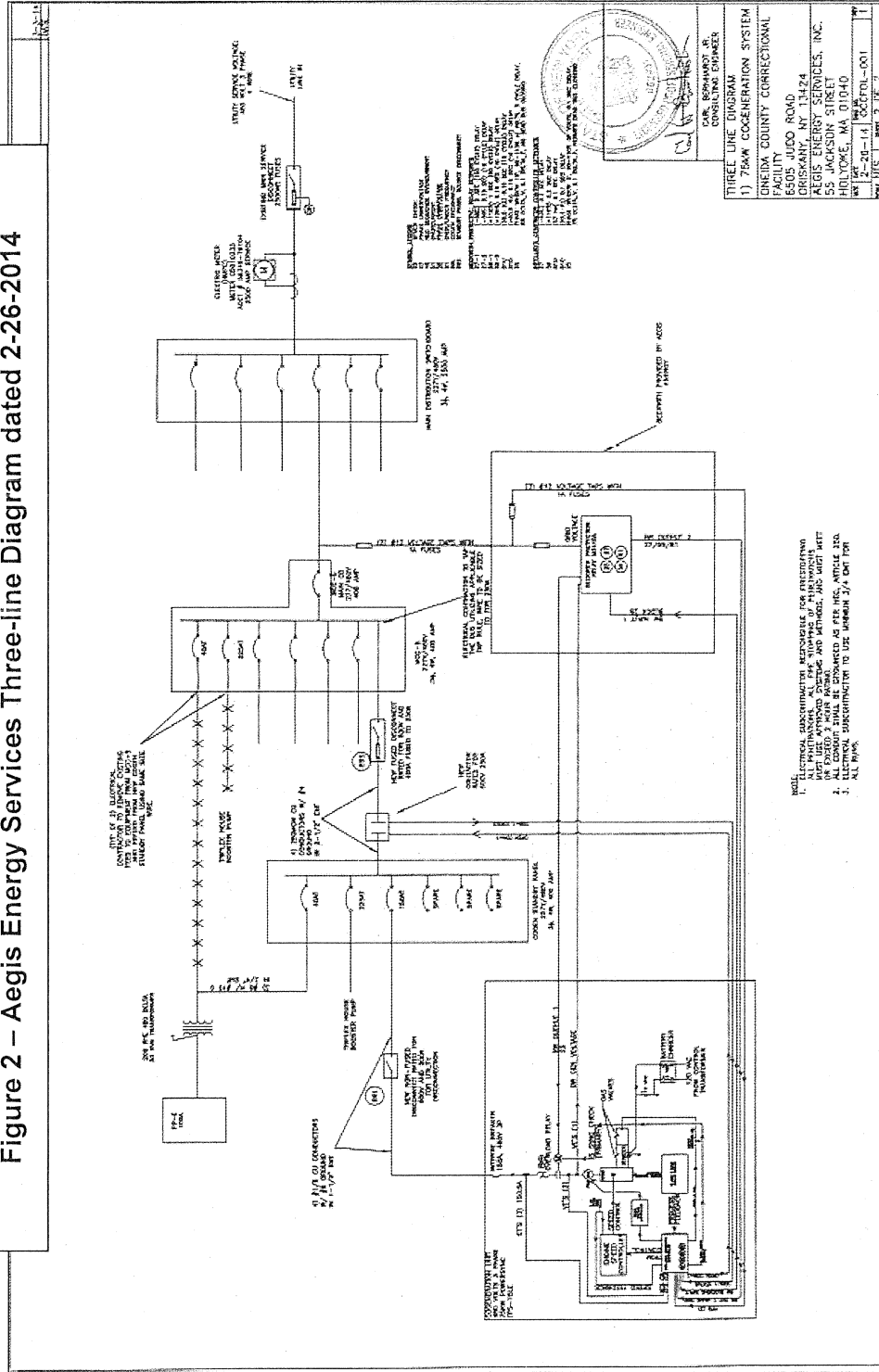
**Figure 1– GIS View of Customer Site**

PRINTED COPIES ARE NOT DOCUMENT CONTROLLED.		
FOR THE LATEST AUTHORIZED VERSION PLEASE REFER TO THE DISTRIBUTION ASSET MANAGEMENT DOCUMENTS CABINET IN DOCUMENTUM.		
File: SP.DGS6805.1    CLA# 25.1-13-6805    WR# 16648497	Originating Department:	Sponsor:
App File: NY-6805 Oneida County Correctional 75kW CHP Preliminary CESIR_04-10-2014 Issue r1.doc	Retail Connections Engineering - NY	Technical Sales and Engineering Support - NY



nationalgrid	DISTRIBUTION PLANNING DOCUMENT		Doc. #SP.DGS6805.1
	Feasibility Study		Page 9 of 9
Project	Small Generating Facility-NYSSIR		Version 1.0 – 04/10/2014
	Oneida County Correctional Parallel Generator		Preliminary

Figure 2 – Aegis Energy Services Three-line Diagram dated 2-26-2014



PRINTED COPIES ARE NOT DOCUMENT CONTROLLED.		FOR THE LATEST AUTHORIZED VERSION PLEASE REFER TO THE DISTRIBUTION ASSET MANAGEMENT DOCUMENTS CABINET IN DOCUMENTUM.	
File: SP.DGS6805.1	CLA# 25.1-13-6805	WR# 16648497	Sponsor: Technical Sales and Engineering Support - NY
App File: NY-6805 Oneida County Correctional 75kW CHP	Preliminary CESIR_04-10-2014 Issue r1.doc	Originating Department: Retail Connections Engineering - NY	

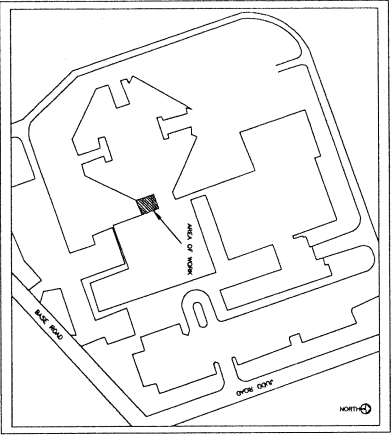
# ONEIDA COUNTY CORRECTIONAL FACILITY

## COGENERATION SYSTEM

6065 JUDD ROAD  
ORISKANY, NY 13424

### DRAWING INDEX

SHEET NO.	TITLE OF DRAWING
M-101	COGENERATION SYSTEM FLOOR PLAN
M-102	COGENERATION SYSTEM MECHANICAL LAYOUT ROOF AND 1ST FLOOR
M-201	COGENERATION SYSTEM MECHANICAL DETAILS
P-101	COGENERATION SYSTEM PLUMBING LAYOUT 1ST FLOOR
E-101	COGENERATION SYSTEM ELECTRICAL LAYOUT ROOF AND 1ST FLOOR
E-201	COGENERATION SYSTEM ELECTRICAL DETAILS



### GENERAL NOTES

1. PRING, CONSULT AND RELATED EQUIPMENT LAYOUTS AS SHOWN WITH THIS DRAWING SET ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR MUST VERIFY ALL DIMENSIONS IN FIELD PRIOR TO CONSTRUCTION, AND REPORT TO ENGINEER ALL ERRORS, DISCREPANCIES, OMISSIONS, DEFECTS, OR UNUSUAL WORK CONDITIONS BEFORE COMMENCING CONSTRUCTION.
2. ALL CONTRACTORS ARE REQUIRED TO EXAMINE THE DRAWINGS AND SPECIFICATIONS CAREFULLY, VISIT THE SITE AND FULLY UNDERSTAND AS TO ALL EXISTING CONDITIONS AND LIMITATIONS WILL NOT RELIEVE THE CONTRACTOR FROM FURNISHING ANY MATERIALS OR PERFORMING ANY WORK IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS WITHOUT ADDITIONAL COST.
3. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE APPLICABLE RULES AND REGULATIONS OF ALL GOVERNING AGENCIES INCLUDING BUT NOT LIMITED TO THE STATE OF NEW YORK AND FEDERAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS REQUIRED FOR THE SPECULATED WORK PRIOR TO COMMENCING WITH CONSTRUCTION OR DEMOLITION.
4. ALL SERVICES (GAS, PLUMBING, ELECTRICAL, WELDING WORK, ETC.) TO BE PERFORMED BY LICENSED CONTRACTORS SUBCONTRACTED BY AGES ENERGY SERVICES.
5. ALL CONTRACTORS, WORKMEN, AND AGENTS WORKING AT OR VISITING THE SITE SHALL BE COVERED BY ALL NECESSARY STATUTORY INSURANCE INCLUDING LIABILITY, WORKMAN'S COMPENSATION, DEATH/BENEFIT.
6. CONTRACTORS TO PROVIDE ALL NECESSARY TEMPORARY LIGHTING, POWER, WATER, WAREHOUSING, ETC. NEEDED TO ENSURE PROJECT SAFETY AT ALL TIMES.
7. ALL WORK SHALL BE PERFORMED IN A NEAT, CLEAN, ORDERLY MANNER AND THE SITE KEPT CLEAN FROM DIRT AND DEBRIS AT ALL TIMES.
8. CONTRACTORS TO PROVIDE ALL NECESSARY TEMPORARY LIGHTING, POWER, WATER, WAREHOUSING, ETC. NEEDED TO ENSURE PROJECT SAFETY AT ALL TIMES.
9. ALL WORK, INCLUDING TESTING AND TEMPORARY SHUT DOWN OF SERVICES IS TO BE COORDINATED WITH OWNER'S SCHEDULE FOR DELIVERIES, WORKMANS, AND OTHERS.
10. ALL NEW WORK TO BE THOROUGHLY TESTED AND BONDED TO EXISTING WORK.
11. ALL PATCHING AND JOINTING SHALL BE NEAT, CLEAN, AND SQUARE, MATCHING ADJACENT SURFACES IN FINISH AND TEXTURE.
12. ALL FIRE RETARDANT MATERIALS SHALL BEAR STAMPING, SEALS, AND/OR RETARDANT LABELS AS REQUIRED. APPROVALS SHALL BE PROVIDED WHEN REQUESTED.
13. ALL WORK TO BE PLUMB, LEVEL, AND TO THE BEST OF WORKMANSHIP.
14. CONTRACTOR TO FULLY COMBINE HIS WORK AND EFFORTS WITH OTHER TRADES TO ENSURE A NEAT, PROPER, DIMENSIONALLY ACCURATE JOB IN ALL RESPECTS TO RELATED WORK.
15. THE JOB SHALL BE ASSIGNED STARTED AT ALL TIMES TO ENSURE CONTINUITY AND PROGRESS, WITH ALL PHASES/SEQUENCES OF WORK PROPERLY SEQUENCED AND COMPLETED.
16. ALL DEFECTIVE OR UNACCEPTABLE WORK SHALL BE REWORKED AND RECHECKED, INCLUDING ANY SURROUNDING EFFECTED AREAS, AT NO ADDITIONAL COST TO THE OWNER.
17. CONTRACTOR TO SUBMIT SHOP DRAWINGS AND SAMPLES FOR ENGINEER'S APPROVAL, WHERE REQUIRED BY DOCUMENTS PRIOR TO PROCEEDING WITH WORK.
18. ALL WORK, UNLESS OTHERWISE SPECIFIED, TO BE GUARANTEED FOR A MINIMUM OF ONE YEAR FROM FINAL ACCEPTANCE.
19. AND MATERIALS CONSTRUCTION WHICH IS CUSTOMER'S SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. THE DETERMINATION OF THE ACCEPTABILITY OF ALL MATERIALS SHALL BE AT THE SOLE DISCRETION OF THE ENGINEER.
20. ANY CONFLICT BETWEEN THE SPECIFICATIONS AND DRAWINGS IS TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO WORK.
21. ALL PIPES TO BE INSULATED WITH 1" HEAVY DENSITY FIBERGLASS INSULATION WITH ALL SURFACE JOINTS.
22. ALL PIPING TO BE CORNER T, GRADE UNLESS OTHERWISE SPECIFIED.
23. CONTRACTOR SHALL PROTECT FROM WORK AND MAINTAIN ALL EXISTING PIPING, EQUIPMENT, PLANT FACILITY, ETC. SCHEDULED TO REMAIN.
24. CONTRACTOR SHALL PROTECT FROM WORK AND MAINTAIN ALL EXISTING PIPING, EQUIPMENT, PLANT FACILITY, ETC. SCHEDULED TO REMAIN.

### TENANT SAFETY NOTES

1. CONSTRUCTION WORK WILL BE CONFINED TO THE BUILDING INTERIOR OR EXTERIOR AS APPLICABLE AND WILL NOT CREATE DUST, DIRT, OR OTHER SUCH CONDITIONS THAT MAY BE HARMFUL TO THE HEALTH OF THE TENANTS OF THE BUILDING.
2. CONSTRUCTION OPERATION WILL NOT BLOCK HALLWAYS OR WORKS OF ESCORTS FOR TENANTS OF THE BUILDING.
3. HOLDINGS, UNLESS AUTHORIZED IN WRITING BY OWNERS.

### MECHANICAL SYMBOLS LIST

	CIRCULATION PUMP
	TEMPERATURE SENSOR
	PRESSURE GAUGE
	BALL VALVE
	BUTTERFLY VALVE
	UNION
	TRANSMITTER
	PRESSURE RELIEF VALVE
	ADJUSTER
	STRAINERS - Y TYPE
	MANUAL AIR VENT
	FLOW DIRECTION
	OPEN TEMPERATURE SENSOR
	GATE VALVE
	CHECK VALVE
	FAN/COOL UNIT
	3-WAY VALVE
	N.C. NORMALLY CLOSED VALVE
	N.O. NORMALLY OPEN VALVE
	CLASSED SHUTTER
	POINT OF CONNECTION TO EXISTING
	COLD WATER FILL
	BUILDING LOOP SUPPLY (HEATING/COOLING)
	EXISTING BUILDING DAM RETENTION
	EXISTING BUILDING DAM SUPPLY
	COZEN PIPING/EQUIPMENT
	COZEN EXHAUST PIPE
	COZEN GAS LINE
	PRESSURE RELIEF VALVE (PRV)
	BACK-FLOW PREVENTER (BFP)

NOTES:

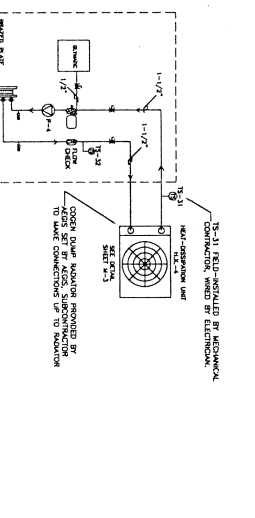
FOR:	BID/REVIEW
CONTRACTOR:	AGES ENERGY SERVICES INC. 33 JACKSON ST. ORISKANY, NY 13424 PH: 413-384-1188 FX: 413-384-1144
ENGINEER:	7320
PROJECT:	ONEIDA COUNTY CORRECTIONAL FACILITY COGENERATION SYSTEM 6065 JUDD RD ORISKANY, NY 13424
SHEET TITLE:	COGENERATION SYSTEM MECHANICAL LAYOUT ROOF AND 1ST FLOOR
DATE:	3/17/2014
PROJECT NO.:	
DRAWN BY:	BW
CHECKED BY:	
DATE:	T-001.01
DWG. NO.:	
SHEET NO.:	Sheet 1 of 7

**PUMP SCHEDULE**

PUMP NO.	SERVICE	FLOW	HEAD	H.P.	PHASE	MODEL
P-1	COGEN MODULE	25 GPM	70 FT	3/4	3	BELL & HOWELL SERIES 1250 125T
P-2	BOILER MAKING	30 GPM	33 FT	3/4	3	BELL & HOWELL SERIES 80 813T
P-3	CHILL MAKING	30 GPM	15 FT	1/2	3	BELL & HOWELL SERIES 80 813T
P-4	CHILL LOOP	30 GPM	33 FT	3/4	3	BELL & HOWELL SERIES 80 813T

VALVE NO.	SERVICE	FLOW TYPE	SIZE	VOLTAGED	VALVE MODEL	ACTUATOR
V-1	BOILER HEATING	HEATING	1 1/2" 24 V	MAC V0211-56-3-54	MSD-703M MODULINE	
V-2	CHILL	HEATING	1 1/2" 24 V	MAC V0211-56-3-54	MSD-703M MODULINE	



**HEAT EXCHANGERS HK-1**

DESIGN MANUFACTURER	MODEL	TYPE	WORKING	TEMPERATURE IN	TEMPERATURE OUT	HEAT DUTY
AT HEAT TRANSFER	SMW-40	BRACKET PLATE	COGEN	225 DEG F	190 DEG F	0.27 MMBTU
AT HEAT TRANSFER	SMW-40	BRACKET PLATE	COGEN	225 DEG F	190 DEG F	0.27 MMBTU

**HEAT EXCHANGERS HK-2**

DESIGN MANUFACTURER	MODEL	TYPE	WORKING	TEMPERATURE IN	TEMPERATURE OUT	HEAT DUTY
AT HEAT TRANSFER	SMW-40	BRACKET PLATE	COGEN	225 DEG F	190 DEG F	0.27 MMBTU
AT HEAT TRANSFER	SMW-40	BRACKET PLATE	COGEN	225 DEG F	190 DEG F	0.27 MMBTU

**HEAT EXCHANGERS HK-3**

DESIGN MANUFACTURER	MODEL	TYPE	WORKING	TEMPERATURE IN	TEMPERATURE OUT	HEAT DUTY
AT HEAT TRANSFER	SMW-40	BRACKET PLATE	COGEN	225 DEG F	190 DEG F	0.27 MMBTU
AT HEAT TRANSFER	SMW-40	BRACKET PLATE	COGEN	225 DEG F	190 DEG F	0.27 MMBTU

**HEAT EXCHANGERS HK-4**

DESIGN MANUFACTURER	MODEL	TYPE	WORKING	TEMPERATURE IN	TEMPERATURE OUT	HEAT DUTY
AT HEAT TRANSFER	SMW-40	BRACKET PLATE	COGEN	225 DEG F	190 DEG F	0.27 MMBTU
AT HEAT TRANSFER	SMW-40	BRACKET PLATE	COGEN	225 DEG F	190 DEG F	0.27 MMBTU

**TEMPERATURE SENSOR SCHEDULE**

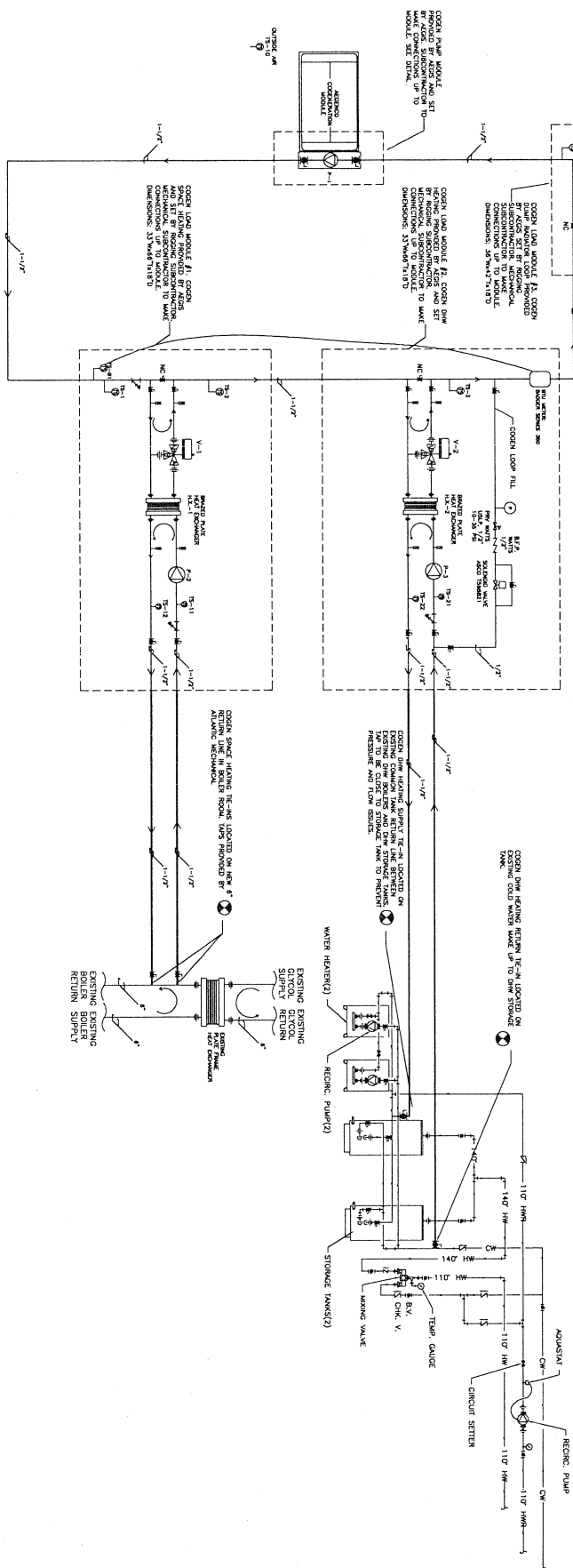
TS NO.	SERVICE	MODEL	WELL TYPE
TS-1	COGEN SUPPLY	MMAC TE-703-C-5A	AT-225
TS-2	COGEN RETURN	MMAC TE-703-C-5A	AT-225
TS-3	CHILL SUPPLY	MMAC TE-703-C-5A	AT-225
TS-4	COGEN RETURN	MMAC TE-703-C-5A	AT-225
TS-5	HEATING RETURN TO HK	MMAC TE-703-C-5A	AT-225
TS-6	HK TO HEATING RETURN	MMAC TE-703-C-5A	AT-225
TS-7	HK TO CHILL	MMAC TE-703-C-5A	AT-225
TS-8	CHILL TO HK	MMAC TE-703-C-5A	AT-225
TS-9	HEATING RETURN TO HK	MMAC TE-703-C-5A	AT-225
TS-10	OUTSIDE AIR	MMAC TE-703-C-5A	AT-225
TS-11	COGEN SUPPLY TEMPERATURE	BAUER 380	AT-225
TS-12	COGEN RETURN TEMPERATURE	BAUER 380	AT-225

**COGENERATION SCHEDULE**

DESIGN MANUFACTURER	MODEL	TYPE	WORKING	TEMPERATURE IN	TEMPERATURE OUT	HEAT DUTY
AT HEAT TRANSFER	SMW-40	BRACKET PLATE	COGEN	225 DEG F	190 DEG F	0.27 MMBTU
AT HEAT TRANSFER	SMW-40	BRACKET PLATE	COGEN	225 DEG F	190 DEG F	0.27 MMBTU

- NOTES:**
- ALL PIPE TO BE COPPER UNLESS OTHERWISE NOTED.
  - ALL PIPING TO BE 1/2" ABOVE FINISH FLOOR OR 6" ABOVE FINISH GRADE.
  - ALL EXISTING EQUIPMENT PLANT FACILITY TEL TO REMAIN.



**CONTRACTOR:** AEROS ENERGY SERVICES INC  
35 JACKSON ST  
HOLYoke, MA 01880  
TEL: 413-538-1188  
FAX: 413-538-1188

**ENGINEER:** Z.T.A.D.

**PROJECT:** ONONDAGA COUNTY  
CORPORATIONAL FACILITY  
6665 JUDSON RD  
ORISKANY, NY 13624

**SHEET TITLE:** HVAC SYSTEMS & FLOW DIAGRAM

**SCALE & SOURCE:** AS SHOWN

**DATE:** 3/17/2014

**PROJECT NO.:**

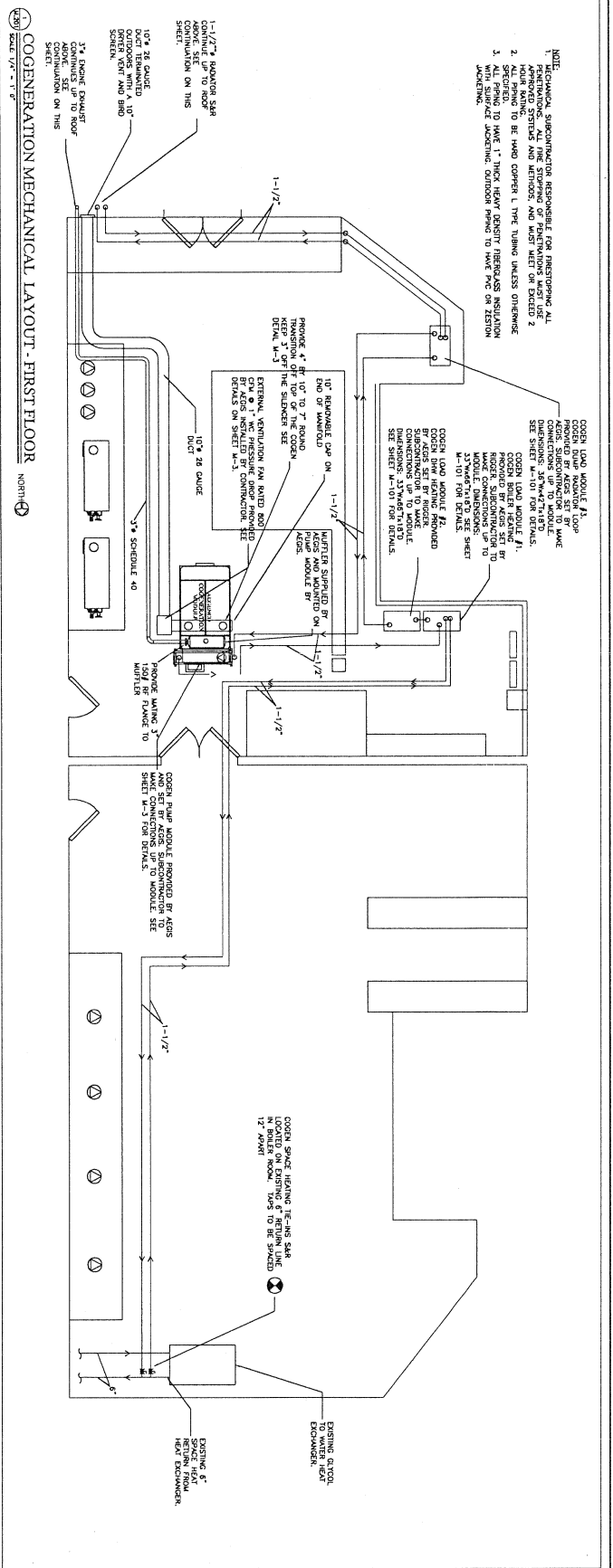
**DRAWN BY:** BW

**CHECKED BY:**

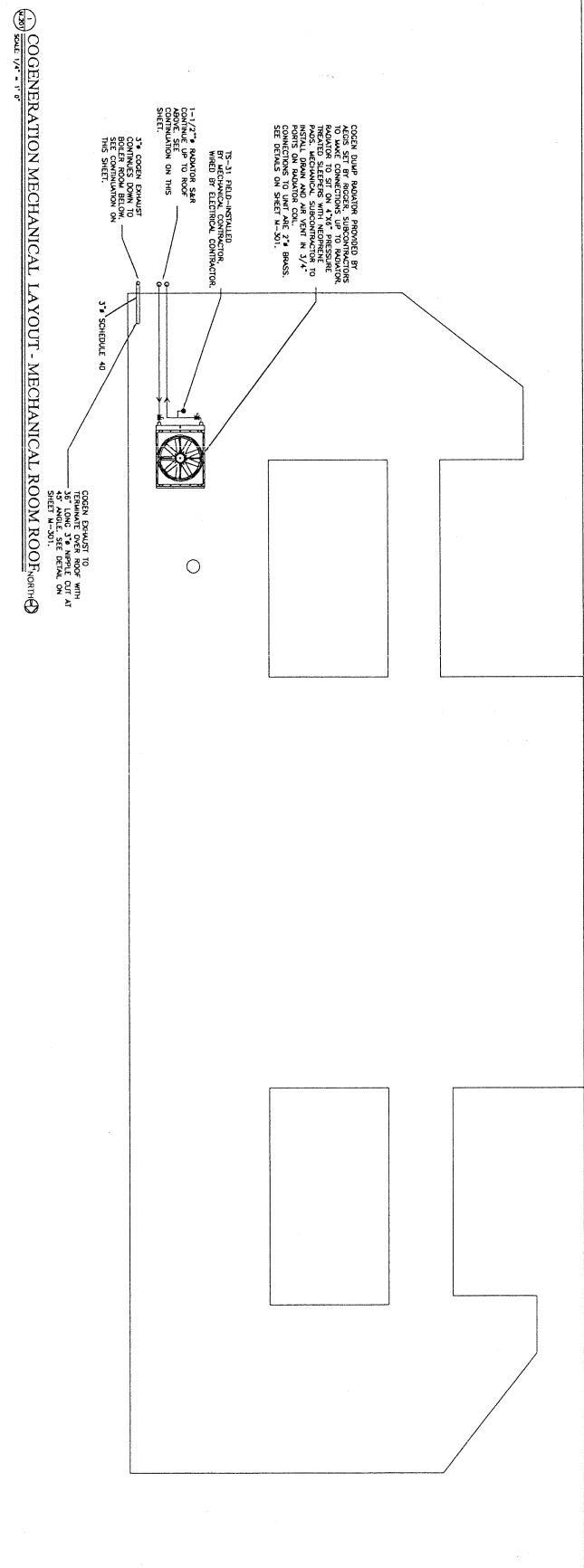
**DWG NO.:** M-101.01

Sheet 2 of 7

- NOTES:
1. COGENERATION SUBCONTRACTOR RESPONSIBLE FOR PERFORMANCE AND APPROVAL OF ALL MECHANICAL SYSTEMS AND METHODS AND MUST MEET OR EXCEED 2.
  2. ALL PIPING TO BE W40 COPPER L TYPE UNLESS OTHERWISE SPECIFIED.
  3. ALL PIPING TO HAVE 1" THICK HEAVY DENSITY FIBERGLASS INSULATION WITH SURFACE ADHESING OUTDOOR PIPING TO HAVE P-10 ON ZEPHON SHAKERS.



COGENERATION MECHANICAL LAYOUT - FIRST FLOOR



COGENERATION MECHANICAL LAYOUT - MECHANICAL ROOM ROOF

NOTES:

1. COGENERATION SUBCONTRACTOR RESPONSIBLE FOR PERFORMANCE AND APPROVAL OF ALL MECHANICAL SYSTEMS AND METHODS AND MUST MEET OR EXCEED 2.
2. ALL PIPING TO BE W40 COPPER L TYPE UNLESS OTHERWISE SPECIFIED.
3. ALL PIPING TO HAVE 1" THICK HEAVY DENSITY FIBERGLASS INSULATION WITH SURFACE ADHESING OUTDOOR PIPING TO HAVE P-10 ON ZEPHON SHAKERS.

CONTRACTOR:  
ALERS ENERGY SERVICES INC  
55 JACKSON ST  
HOLLIS, MA 01030  
PH: 413-588-1158  
FX: 413-588-1104

ENGINEER:  
T.B.D

DATE:  
3/17/2014

PROJECT:  
ONEIDA COUNTY  
CORRECTIONAL FACILITY  
COGENERATION SYSTEM  
ONEIDA, NY 13424

SHEET TITLE:  
MECHANICAL LAYOUT  
FIRST FLOOR

SEAL & SIGNATURE

DRAWN BY:  
BW

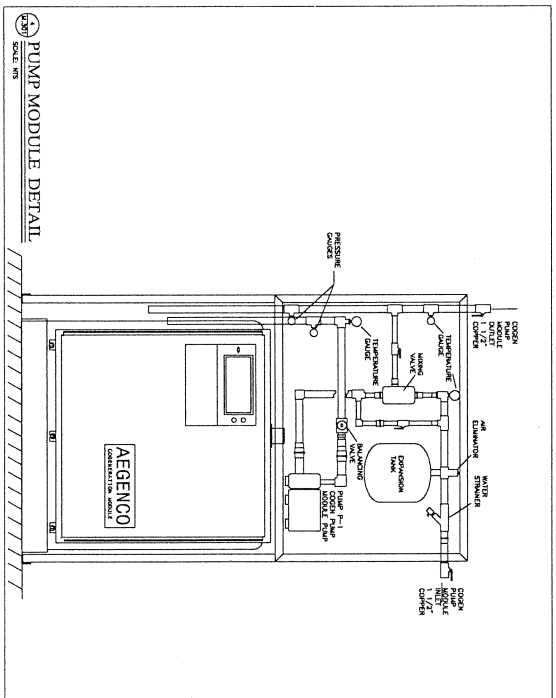
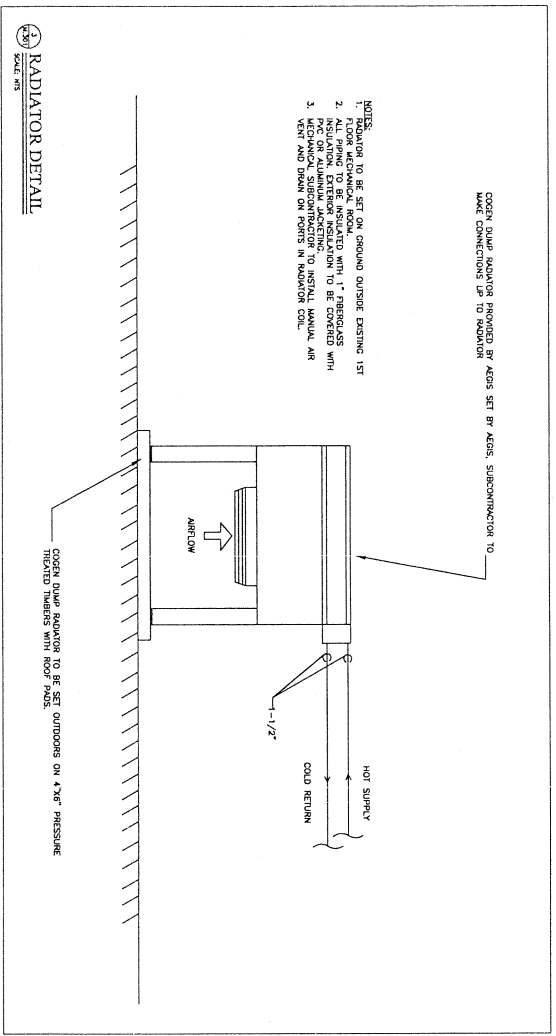
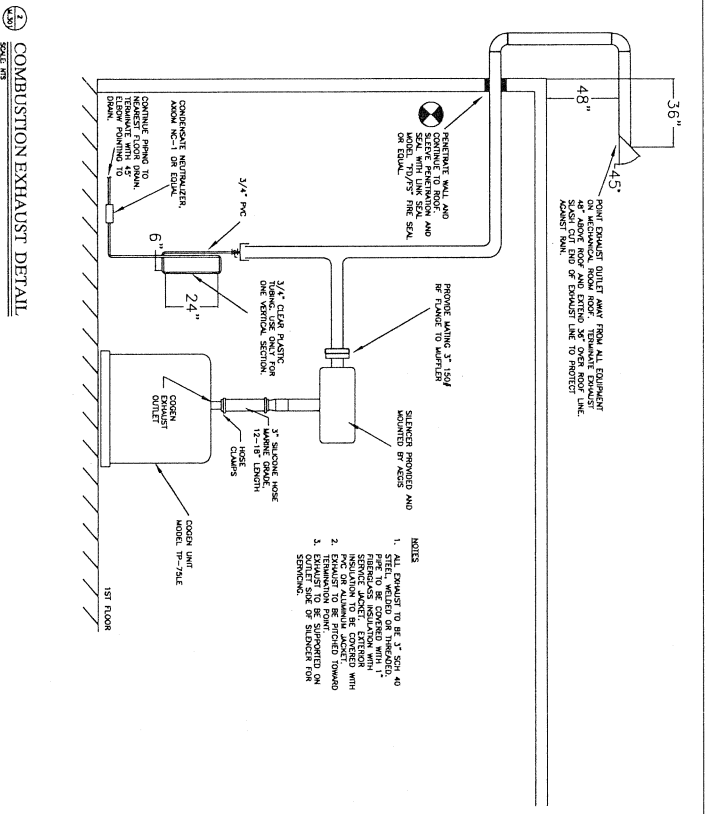
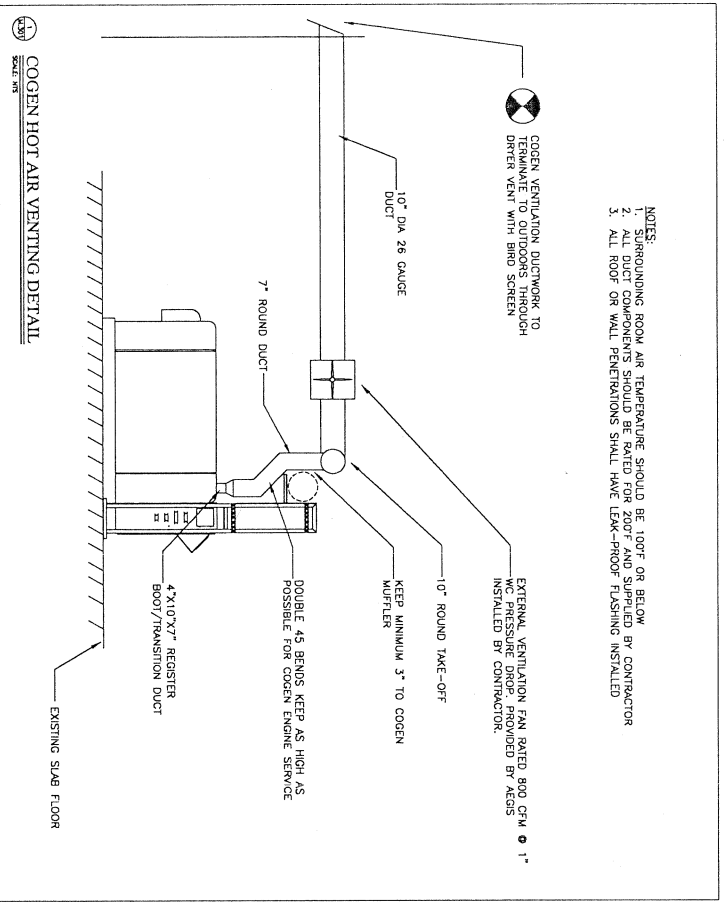
CHECKED BY:  
M-201.01

DWG NO:  
M-201.01

SHEET 3 of 7

NOTES:

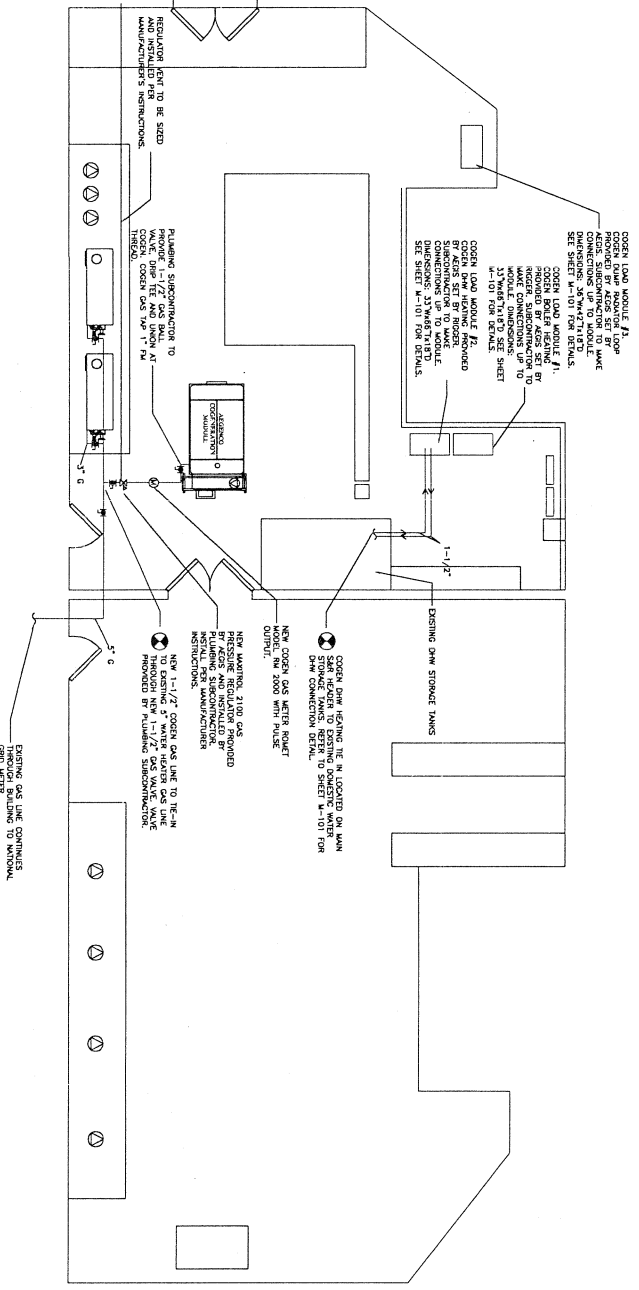
1. SURROUNDING ROOM AIR TEMPERATURE SHOULD BE 100°F OR BELOW
2. ALL DUCT COMPONENTS SHOULD BE RATED FOR 200°F AND SUPPLIED BY CONTRACTOR
3. ALL ROOF OR WALL PENETRATIONS SHALL HAVE LEAK-PROOF FLASHING INSTALLED



DATE:	3/17/2014
PROJECT NO:	08353000 DD
DRAWN BY:	BW
CHECKED BY:	DWC
DWG NO:	M-301.01
Sheet 4 of 7	
ENGINEER:	T.R.D.
CONTRACTOR:	AEGIS ENERGY SERVICES INC 51 JACKSON ST HOLYOKE, MA 01040 PH: 413-536-1156 FX: 413-536-1100
PRODUCT:	ONERDA COUNTY CORRECTIONAL FACILITY COGENERATION SYSTEM 08353000 DD
SHEET TITLE:	Mechanical Details
SCALE:	AS SHOWN

**COGENERATION PLUMBING LAYOUT - 1ST FLOOR**

Scale: 1/4" = 1'-0"



NOTES:

FOR BID/REVIEW

CONTRACTOR:  
 AEBIS ENERGY SERVICES INC  
 55 JACKSON ST  
 HOUSTON, TX 77008  
 TEL: 409-261-1100  
 FAX: 409-269-1100

ENGINEER:  
 T.J.D

PROJECT:  
 ONEIDA COUNTY  
 CORRECTIONAL FACILITY  
 COGENERATION SYSTEM  
 ONEIDA, NY 13444

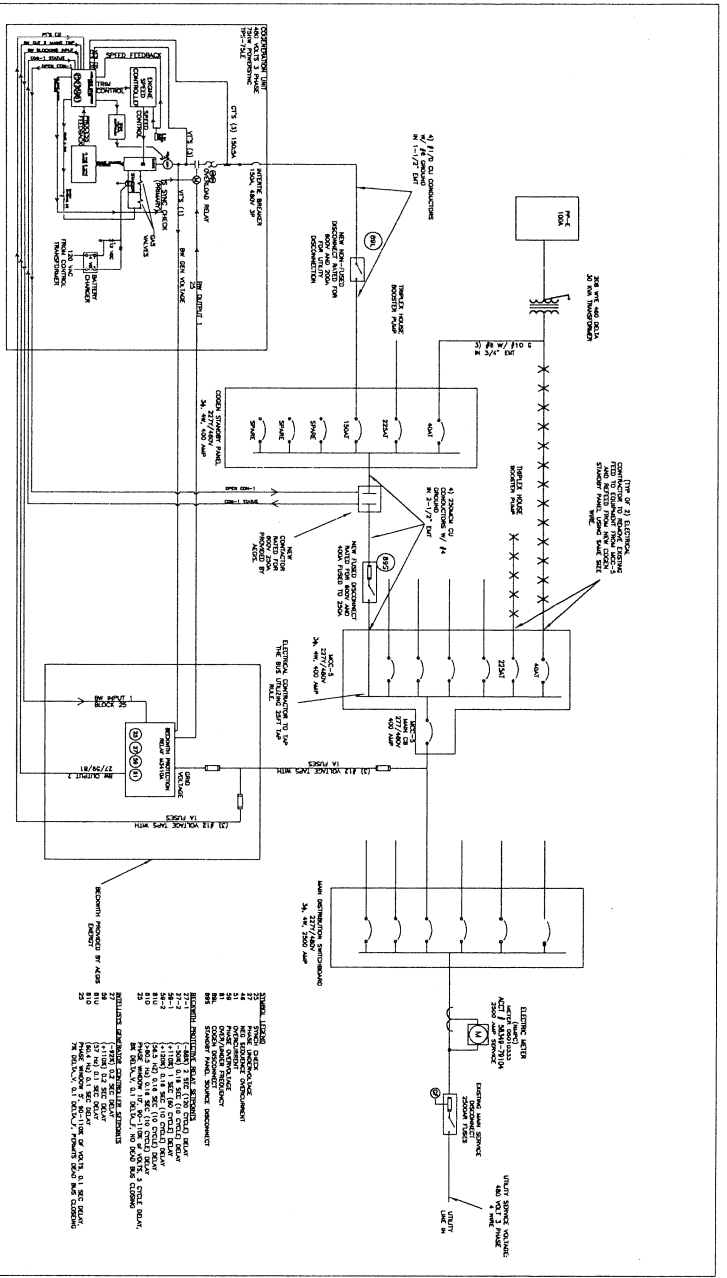
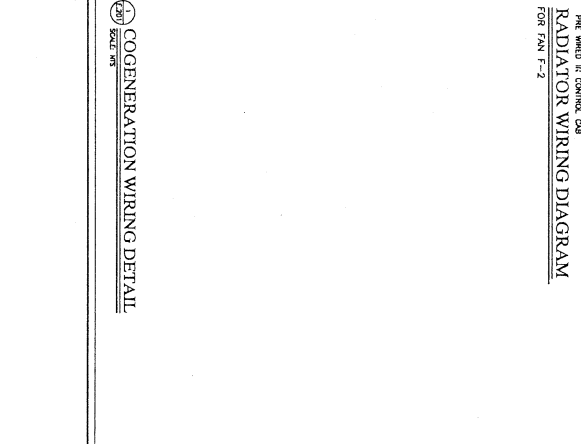
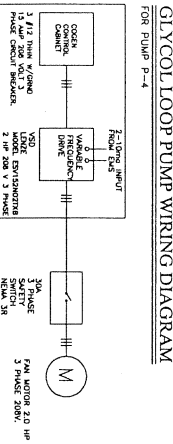
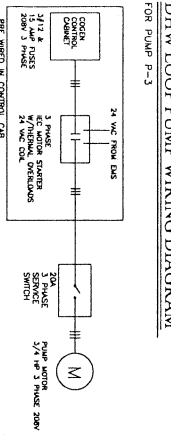
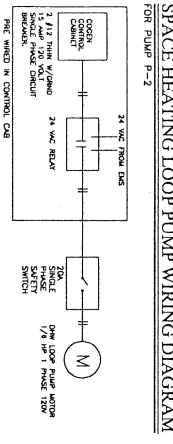
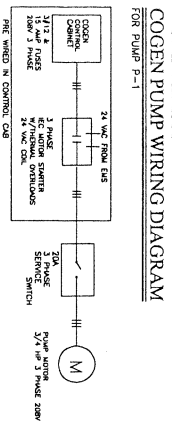
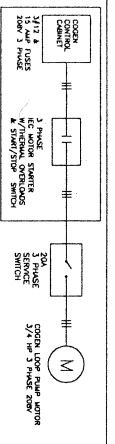
SHEET TITLE:  
 PLUMBING LAYOUT  
 FIRST FLOOR

SCALE & SIGNATURE

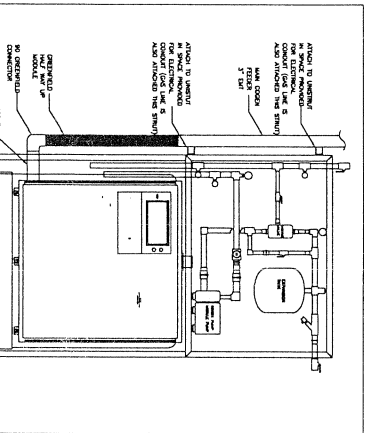
DATE: 3/17/2014  
 PROJECT NO.:  
 DRAWN BY: BW  
 CHECKED BY:  
 DWG NO.: P-101.01

Sheet 5 of 7

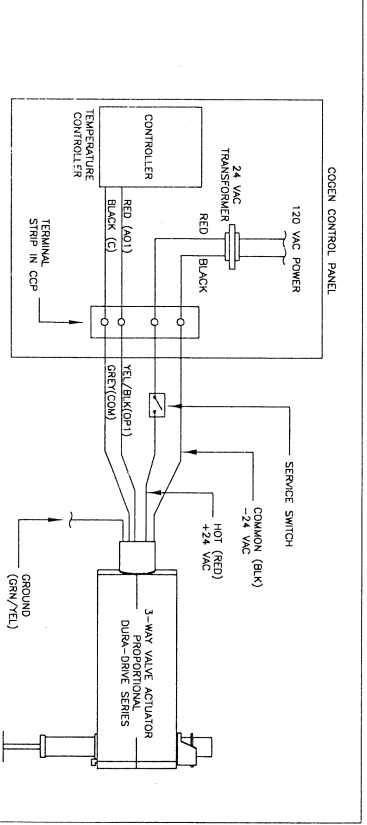




**300 SITE ELECTRICAL ONE LINE DIAGRAM**  
SCALE: 1/8" = 1'-0"



**300 COGENERATION PUMP MODULE DETAIL**  
SCALE: 1/8" = 1'-0"



**300 THREE WAY MODULATING VALVE WIRING DETAIL**  
SCALE: 1/8" = 1'-0"

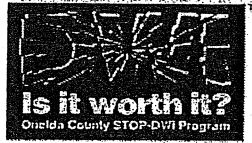
NOTES:

FOR: BID/REVIEW  
 CONTRACTOR: ABOIS ENERGY SERVICES INC  
 51 JACKSON ST  
 HOLYOKE, MA 01040  
 PH: 413-536-1156  
 FX: 413-536-1104  
 ENGINEER: T.B.D.  
 PROJECT: ORNDA COLONY  
 COGENERATION SYSTEM  
 6065 JUDD RD  
 ORISKANY, NY 13624  
 SHEET TITLE: ELECTRICAL, THREE LINE  
 DIAGRAM & DETAILS  
 SEAL & SIGNATURE:  
 DATE: 3/17/2014  
 PROJECT NO.:  
 DRAWN BY: BW  
 CHECKED BY:  
 DWG. NO.: E-2011.01  
 Sheet 7 of 7



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

Anthony J. Picente Jr.  
Oneida County Executive



Thomas A. Giruzzi  
STOP-DWI Coordinator

October 1, 2014

FN 20 14-329

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

## PUBLIC SAFETY

Dear County Executive Picente:

## WAYS & MEANS

Attached, please find an agreement that requires both Board of Legislators action and your signature between the Oneida County Stop-DWI Program and the following Police Agencies; **Kirkland PD, New York Mills PD, Utica PD, Whitesboro PD, Whitestown PD Yorkville PD, Vernon PD and Rome PD.**

I am respectfully requesting that this Contract for the Utica Police Department be approved for all listed Police Agency Contracts, which are all of the same content, with the exception of agency name, locality and dollar amount.

**The total amounts to \$ 56,028.00**

The Police Agencies are:

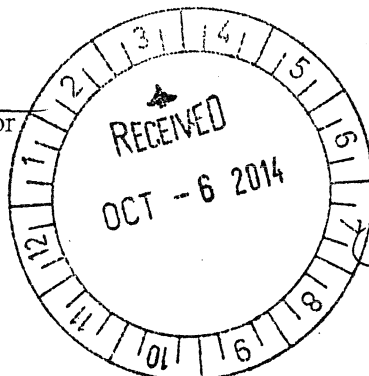
Kirkland Police Department, PO Drawer B; Clark Mills, NY 13321	\$7,525.00
New York Mills Police Department, 3 Maple Street; New York Mills, NY 13417	\$8,975.00
Rome Police Department, 301 North James Street; Rome, NY 13440	\$5,984.00
City of Utica Police Department, 413 Oriskany St W; Utica NY 13502	\$7,200.00
Whitesboro Police Department, 46 Roosevelt Drive; Whitesboro NY 13492	\$15,000.00
Whitestown Police Department, 8539 Clark Mills Road; Whitesboro NY 13492	\$4,120.00
Vernon Police Department, PO Box 249; Vernon NY 13476	\$3,000.00
Yorkville Police Department, 30 Sixth Street; Yorkville NY 13495	\$4,224.00

This agreement provides funding for the Agencies within Oneida County to conduct DWI selective enforcement patrols. This funding is 100% reimbursable to Oneida County from a grant received from the New York State STOP DWI foundation. **No County Dollars in this contract.**

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

Sincerely,

Kevin Revere, Director  
Emergency Services



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

Anthony J. Picente, Jr.  
County Executive

Date 10/6/14



Oneida County Emergency Services • 200 Base Road • Suite 3 • Oriskany, NY 13424  
Office of Traffic Safety 315.736.8946 • STOP-DWI Program 315.736.8943  
Fax: 315.736.8958 • E-mail [stopdwi@ocgov.net](mailto:stopdwi@ocgov.net) • [www.ocgov.net](http://www.ocgov.net)



**Oneida County Department: STOP-DWI Program**

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

**CONTRACT SUMMARY**

Name of Proposing Organization: City of Utica, Through its Police Department

Title of Activity or Service: Selective STOP-DWI Crackdown Patrols

Proposed Dates of Operation: November 1, 2014 – September 30, 2015

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide special holiday patrols, in addition to their normally scheduled patrols, whose sole function will focus on Selective STOP-DWI Crackdown Patrols.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$ 7,200.00**

**Oneida County Dept. Funding Recommendation: \$7,200.00**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from the New York State STOP DWI Foundation Crack Down grant.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT made this 1st day of November 2014, by and between the **City of Utica through its Police Department**, having offices at 413 Oriskany Blvd, Utica NY 13502, hereinafter referred to as the “**POLICE AGENCY**,” and the **COUNTY OF ONEIDA, STOP-DWI PROGRAM**, hereinafter referred to as the “**COUNTY**”.

WHEREAS, the **COUNTY** operates and conducts a program entitled “**STOP-DWI**,” and has been the recipient of a special grant from NYS STOP-DWI Foundation to support a program entitled “**Selective STOP-DWI Crackdown Patrols**”, and

WHEREAS, the **POLICE AGENCY** desires to participate in New York State **Selective STOP-DWI Crackdown Patrols**.

NOW, THEREFORE, the parties agree as follows:

1. The **POLICE AGENCY** shall provide **Selective STOP-DWI Crackdown Patrols** on targeted holiday dates, which have been set by the New York State STOP-DWI Foundation, as outlined in Appendix A attached hereto and made a part hereof, these services and activities shall be related to the mission of the **STOP-DWI PROGRAM**, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **POLICE AGENCY** up to the sum of Seven Thousand Two Hundred dollars and no cents (**\$7,200.00**) for the above. Payments shall be made upon receipt from the **POLICE AGENCY** of a properly completed County voucher and related New York State STOP-DWI Foundation activity forms, which will itemize and set forth in detail the costs incurred and/or services performed. Said voucher and forms must be submitted within *thirty (30) days of said **Selective STOP-DWI Crackdown Patrols***.

3. All activities associated with this agreement shall be governed by the official published “Standard Operating Procedures of the Oneida County Stop-DWI Program,” as same may be amended.

4. The **POLICE AGENCY** warrants and represents that the program to be conducted by it and specified in Appendix A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

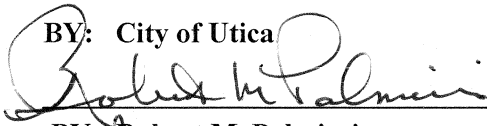
5. The **POLICE AGENCY** agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

6. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix B, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

7. This **AGREEMENT** shall be effective from: November 1, 2014 – September 30, 2015.

8. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **POLICE AGENCY**. In the event of cancellation, the **COUNTY** will have no further obligation to the **POLICE AGENCY** other than payment for costs or services actually incurred prior to termination. In no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

9. This **AGREEMENT** may not be assigned by the **POLICE AGENCY** without the prior written consent of the **COUNTY**.

BY: City of Utica  


BY: Robert M. Palmieri  
Title: Mayor

9/17/14  
DATE



BY: Kevin W. Revere  
Title: Emergency Services Director

10/2/14  
DATE

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

DATE

Approved as form

\_\_\_\_\_  
Oneida County Attorney's Office

**APPENDIX "A"**

1. In accordance with the **AGREEMENT** between the **ONEIDA COUNTY STOP-DWI PROGRAM**, and the **City of Utica, through its Police Department**, the **POLICE AGENCY** shall receive the following: **Seven Thousand Two Hundred dollars and no cents (\$7,200.00)** for conducting **Selective STOP-DWI Crackdown Patrols** on targeted dates as outlined by the New York State STOP-DWI Foundation.
2. Funds are intended to be used to support Police Officers' hours worked on behalf of the **Selective STOP-DWI Crackdown Patrols**. Said hours will be reimbursed as a part of the grant monies up to **\$7,200.00**.
3. During the term of this Agreement, the City of Utica, through its Police Department, shall notify the STOP-DWI Coordinator of **all** traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall include a photocopy of the **final** MV-104A and MV-104D Police Reports.
4. **Pre-Approval** from the **STOP-DWI Coordinator** of all expenditures is required.
5. **The TOTAL COST OF THIS AGREEMENT: \$7,200.00**



**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

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

September 29, 2014

FN 20 14 330 Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

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

**PUBLIC SAFETY** *[Signature]*  
Anthony J. Picente, Jr.  
County Executive

**WAYS & MEANS** Date 9/30/14

Dear County Executive Picente:

Attached for your review and approval is correspondence from Oneida County Public Defender, Frank J. Nebush, Jr., requesting the addition of one (1) position, Forensic Evaluation Specialist. I am recommending the salary be set at Grade 35M, Step 1 - \$47,596. I have reviewed his request and have added the title to the Oneida County Classification Plan.

The New York State Office of Indigent Legal Services (ILS) has awarded Oneida County a competitive three year grant for the Public Defender's Office to hire a person to assist the staff with clients who are either addicted to drugs or alcohol or who have a mental disorder or defect. This grant was approved by the Oneida County Board of Legislators on September 10, 2014.

The grant will provide for the Forensic Evaluation Specialist to coordinate a range of services from client referral to treatment and alternative programs, assist in monitoring of client progress in treatment, prepare psycho/social evaluations for attorneys and otherwise provide a single point of entry to facilitate clients' entry into the appropriate problem solving courts.

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

Sincerely,

*[Signature]*

John P. Talerico  
Commissioner

Attachments

Copy: Peter Rayhill, County Attorney  
Frank J. Nebush, Jr., Oneida County Public Defender



**PUBLIC DEFENDER**

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

**CHIEF TRIAL COUNSEL**

*Leland D. McCormac III, Esq.*

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

**Oneida County Public Defender  
Criminal Division**

**Main Office**

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

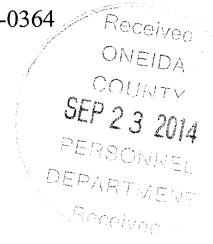
**CHIEF APPELLATE COUNSEL**

*Patrick J. Marthage, Esq.*

**INVESTIGATOR'S OFFICE**

*James J. Larabee, Sr. Investigator*

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



Monday, September 22, 2014

Mr. John Talerico  
Oneida County Commissioner of Personnel  
800 Park Avenue  
Utica, NY 13501

Re: Upstate Quality Improvement and Caseload Reduction Grant  
Contract Number COOO630  
Request to Create New Position: Forensic Evaluation Specialist

Dear John:

The New York State Office of Indigent Legal Services (ILS) has awarded Oneida County a competitive three-year grant for this office to hire a person to assist our staff work with clients who are either addicted to drugs or alcohol or who have a mental disorder or defect. This grant was approved on September 10, 2014 by the Oneida County Board of Legislators.

The grant provides for the hiring of a social worker to coordinate client referral to treatment and alternative programs, assist in the monitoring of client progress in treatment, prepare psycho/social evaluations for attorneys and otherwise provide a single point of entry to facilitate clients' entry into the appropriate problem solving courts.

I have enclosed a job description (MSD-222) for a "Forensic Evaluation Specialist" to perform these duties. Qualifications for this position require applicants to be a licensed Master of Social Work (LMSW) with forensic experience. Budget Director Thomas Keeler prepared the grant budget and designated a salary for this position of M35, Step 1 - \$45,329.

The funding reflects the commitment by ILS to fund these positions from June 1, 2014 through May 31, 2016. All candidates appointed to these positions will be informed that there is no guarantee that funding for these positions will continue beyond December 31, 2016.

Should you have any questions or concerns regarding the grant or the contract or need any further information, please do not hesitate to contact me.

Sincerely,

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

Enclosures: MSD 222 – Forensic Evaluation Specialist

Civil Division: Oneida County Government  
Jurisdictional Class: Competitive  
EEO Category: Professionals  
Adopted: 09/26/14

## FORENSIC EVALUATION SPECIALIST

**DISTINGUISHING FEATURES OF THE CLASS:** This is specialized work in the office of the Public Defender – Criminal Division involving responsibility to coordinate client referral to treatment and alternative programs, to assist in the monitoring of client progress in treatment, to prepare psycho/social evaluations for attorneys, and to provide a single point of entry to facilitate clients' entry into the appropriate problem solving courts. Under the general direction of the Public Defender and the direct direction of the Chief Trial Counsel, the employee exercises considerable judgment in obtaining, evaluating and coordinating information for a plan of action compliant with treatment mandates of the court to which the client is referred. Supervision is not normally a responsibility of this class. The incumbent performs related work as required.

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

- Interviews, monitors and assesses clients for referral to treatment courts to evaluate, formulate and implement an action plan compliant with the mandates of the treatment courts involved;
- Coordinates treatment plans of clients, who are either pending in the courts or considered for referral to the courts, with their assigned assistant public defenders;
- Evaluates clients to determine the extent of their mental, social, emotional, behavioral, developmental, and addictive disorders, conditions and disabilities;
- Provides oral and/or written reports regarding findings including, but not limited to, explaining the psychological aspects of any illness, addiction or injury experienced by client resulting from illness, addiction or injury;
- Assists in managing and coordinating the caseloads and clients to the assigned courts;
- Investigates, researches, gathers documents and testifies in court hearings, trials or other proceedings regarding client histories of addiction, mental disorders or other conditions or disabilities that may cause a client's behavioral dysfunction and involvement in the criminal justice system;
- Administers any tests and measures of psychosocial functioning, when appropriate;
- Proposes appropriate treatment plans regarding clients with addictions or mental health problems;
- Arranges and coordinates admission of clients to treatment facilities, when appropriate;
- Monitors clients admitted to facilities to determine their compliance with treatment and court mandates;
- Confers, when requested by assistant public defenders, with parties involved in a client's criminal proceeding, to explain aspects of a client's addiction, mental or other disorder, including, if applicable, the treatment plan or facility recommended;
- Assists in interviewing clients confined in various correctional facilities, within or without the State of New York;
- Consults with, coordinates, receives direction from, prepares reports for, and cooperates with experts employed by or contracted with the Public Defender.

continued...



**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Thorough knowledge of treatment techniques and facilities involving mental, social, emotional, behavioral, developmental, and addictive disorders, conditions and disabilities; good knowledge of the principles, methods and procedures for interviewing, monitoring and assessing clients for referral; good knowledge of criminal court procedures, arraignments, bail, pretrial proceedings, offenses and sentencing; good knowledge of criminal offenses as related to drug and DWI charges; interviewing skills; good report writing and communication skills; ability to evaluate, formulate and implement a treatment plan; ability to gather, assemble, analyze and evaluate facts; ability to establish and maintain cooperative relations with court personnel and others; reliable.

**MINIMUM QUALIFICATIONS:**

Graduation from a regionally accredited or New York State registered college or university with a Master's Degree in Social Work **AND** five (5) years' experience as a MSW dealing with alcohol, substance abuse and mental health issues, at least two (2) years of which were as a provider or as a representative of an agency actively participating in a forensic court unit (e.g., Drug Court, Mental Health Court; IDV Court, etc.)

**SPECIAL REQUIREMENT:** Must possess a Licensed Master Social Work (LMSW) license.

Adopted: 09/26/14



ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER

ANTHONY J. PICENTE, JR.  
County Executive

KEVIN W. REVERE  
Director

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

September 3, 2014

FN 20 14 331

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

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

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

*[Signature]*  
Anthony J. Picente, Jr.  
County Executive  
Date 9/12/14

Dear County Executive Picente,

Attached is letter and a contract from the New York State Department of Homeland Security awarding Oneida County \$198,750 through its State Homeland Security SHSP Program.

No County dollars will be necessary for this project.

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

**A.) Establishment of Capital Project H-509 – Emergency Services – NYS DHS FY 2014 SHSP Grant, and**

**B.) Funding for Capital Project H – 509 as follows:**

H – 509 - State Aid.....\$198,750.

**C.) Approval of the attached grant, which needs electronic signature.**

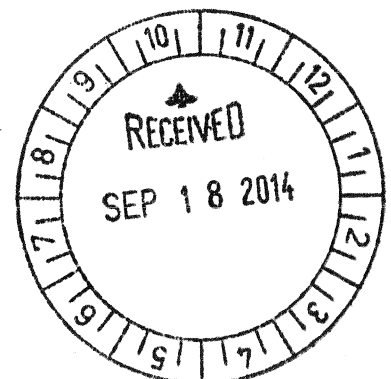
If you have any questions, please advise me. Thanks for your help.

Sincerely,

*[Signature]*

Kevin W. Revere  
Director

Cc: Tom Keeler  
Sheryl Brown  
file



Oneida Co. Department Emergency Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** NYS Dept. of Homeland Security & Emergency Services

**Title of Activity or Services:** Public Safety Data Sharing

**Proposed Dates of Operations:** Ongoing multi-year project

**Client Population/Number to be Served:** Oneida County Police, Fire, EMS agencies

**SUMMARY STATEMENTS**

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

Funding for countywide data sharing program

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

Data sharing amongst first responder agencies

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

Software

**Total Funding Requested:** \$198,750

**Oneida County Dept. Funding Recommendation:**

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

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

**Past performance Served:** N/A

<p><u>STATE AGENCY</u>                  New York State Division of Homeland Security and Emergency Services                  1220 Washington Avenue                  Building 7A Suite 710                  Albany, NY 12242</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C972040                  (Contract Number)   <u>ORIGINATING AGENCY CODE:</u> 01077</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name &amp; Address)                  Oneida County                  800 Park Avenue                  Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> WM2014 SHSP  <u>CFDA NUMBER:</u> 97.067  <u>DHSES NUMBERS:</u> WM14972040</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460  <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000  <u>SFS VENDER NO:</u> 1000002595</p>	<p><u>INITIAL CONTRACT PERIOD:</u>                  FROM 09/01/2014 TO 08/31/2016  <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$198,750.00</p>
<p><u>STATUS:</u>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable)</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u>                  _____                  (Enter number of Exempt)                  if "Exempt" is entered above, reason for exemption.  <u>0 - not exempt.</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services                  BY: _____ Date: _____  <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".                  GRANTEE:                  BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p><u>ATTORNEY GENERAL'S SIGNATURE</u>                  _____                  Title: _____                  Date: _____</p>	<p><u>COMPTROLLER'S SIGNATURE</u>                  _____                  Title: _____                  Date: _____</p>

**Award Contract**

**SHSP**

**Project No.**

**Grantee Name**

SH14-1032-D00

Oneida County

09/03/2014

**Award Contract**

**SHSP**

**Project No.**

**Grantee Name**

SH14-1032-D00

Oneida County

09/03/2014

**Award Contract**

**SHSP**

**Project No.**

**Grantee Name**

SH14-1032-D00

Oneida County

09/03/2014

**Award Contract**

**SHSP**

**Project No.**

**Grantee Name**

SH14-1032-D00

Oneida County

09/03/2014

**Budget Summary by Participant**

Oneida County

Oneida County Emergency Services - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Data exchange system (and related items)	13IT-00-DEXC	1	\$198,750.00	\$198,750.00	\$198,750.00	\$0.00
Total					\$198,750.00	\$198,750.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$198,750.00	\$198,750.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$198,750.00	\$198,750.00	\$0.00



**Award Contract****SHSP****Project No.****Grantee Name**

SH14-1032-D00

Oneida County

09/03/2014

## APPENDIX C

## PAYMENT AND REPORTING SCHEDULE

For All Grantees:

## I. PAYMENT PROVISIONS

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

## A. Payment and Recoupment Language

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

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

Reimbursement requests need to include the following documents:

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

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

## B. Interim and/or Final Claims for Reimbursement

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

2. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order

for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

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

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

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

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

## II. REPORTING PROVISIONS

### A. Required Reports:

#### Narrative/Qualitative Report (Progress Report)

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

#### Expenditure Report (Fiscal Cost Report)

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

#### Final Report

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

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

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

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

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

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

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

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

Rev. 05/2013

Certified by - on

**Award Contract****SHSP****Project No.**

SH14-1032-D00

**Grantee Name**

Oneida County

09/03/2014

**Work Plan****Goal**

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

**Objective #1**

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

Investment Justification - Information-Sharing and Dissemination

**Target Capability**

Primary - Intelligence/Information Sharing and Dissemination

Enhance capabilities to respond to all-hazards events.

**Task #1 for Objective #1**

Purchase data exchange system equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

**# Performance Measure**

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

**Award Contract****SHSP****Project No.****Grantee Name**

SH14-1032-D00

Oneida County

09/03/2014

## APPENDIX A-1

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES  
GRANT CONTRACT

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

## WITNESSETH:

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

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

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

## STANDARD TERMS AND CONDITIONS

## I. GENERAL TERMS AND CONDITIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

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

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

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

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

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

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

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

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

K. Notice:

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

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

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

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

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

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

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

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

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity.

Q. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>1</sup>

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

V. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

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

X. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

## II. TERM, TERMINATION AND SUSPENSION

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

### B. Renewal:

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

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

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

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



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

C. Termination:

1) Grounds:

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

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

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

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

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

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

2) Notice of Termination:

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

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

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

- i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
- ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

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

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

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

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

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

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

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

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

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

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

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

4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5) If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6) Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

#### B. Advance Payment and Recoupment:

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

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

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

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

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

#### C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### D. Identifying Information and Privacy Notification:

1) Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number.

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

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

#### E. Refunds:

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

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

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

#### G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### H. Notification of Significant Occurrences:

1) If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

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

#### I. Additional Terms:

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

when warranted by extenuating circumstances.

2) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

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

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

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

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

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

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

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

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

b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

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

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

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

f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(I)(7)(d) or (e) herein must make all procurements as noted below:

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

ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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

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

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

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



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

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

a) By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

b) Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

c) During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

d) DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

#### IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

##### A. Contractor as an Independent Contractor/Employees:

1) The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2) The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

##### B. Subcontractors:

- 1) If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
- 2) The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
- 3) Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
- 4) When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
- 5) When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
- 6) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### C. Use of Material, Equipment, or Personnel:

- 1) The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
- 2) Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

#### D. Property:

- 1) Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

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

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

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

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

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

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

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

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

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

#### E. Records and Audits:

##### 1) General:

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

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

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

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check

disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

## 2) Cost Allocation:

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

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

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

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

## G. Publicity:

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

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

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

funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

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

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

- 1) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
- 2) The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
- 3) The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- 4) At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- 5) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

- 1) If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:
  - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
  - b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
  - c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
  - d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

- 1) In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of

such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2) If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:<sup>7</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

#### 1) General Provisions

a) The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b) The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's



demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

## 2) Contract Goals

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

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

## 3) Equal Employment Opportunity (EEO)

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

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

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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

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

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

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

#### c) Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### d) Workforce Employment Utilization Report

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

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

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### 4) MWBE Utilization Plan

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

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

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract.

Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### 5) Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### 6) MWBE Subcontractor Utilization Quarterly Report

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

#### 7) Liquidated Damages - MWBE Participation

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

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

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

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

#### 8) MWBE AND EEO Policy Statement

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

##### M/WBE

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage

the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

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

#### EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

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

#### V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

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

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal

audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

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

1) Administrative Requirements:

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

2) Cost Principles:

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

3) Audit Requirements:

- a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (for audits of fiscal years beginning prior to December 26, 2014)
- b) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (for audits of fiscal years beginning on or after December 26, 2014)

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

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

2) Affirmative steps shall include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e) Using the services and assistance of the Small Business Administration, and the Minority Business

Development Agency of the Department of Commerce; and

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

G. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

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

I. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at [http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2012](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012).

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

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

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

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

2) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a

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

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

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

L. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

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

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

M. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

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

O. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

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

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

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

P. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

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

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

Endnotes:

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

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

<sup>3</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.



<sup>4</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

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

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

<sup>7</sup> Not applicable to not-for-profit entities.

VER 07/14

Certified by - on

**Award Contract****SHSP****Project No.****Grantee Name**

SH14-1032-D00

Oneida County

09/03/2014

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

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

**B. Record Requirements**

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

**C. Equipment Purchases**

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

**D. Training & Exercise Related Activities**

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

**E. Law Enforcement Requirements**

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

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

#### F. EHP Requirements

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhSES.ny.gov/grants/#ehp>

#### G. Equipment Maintenance Requirements

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

#### H. New York State Emergency Management Certification and Training Program

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

ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

FN 20 14-332  
**PUBLIC SAFETY**

August 27, 2014

**WAYS & MEANS**

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

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

Anthony J. Picente, Jr.  
County Executive

Date 9/10/14

Dear County Executive Picente:

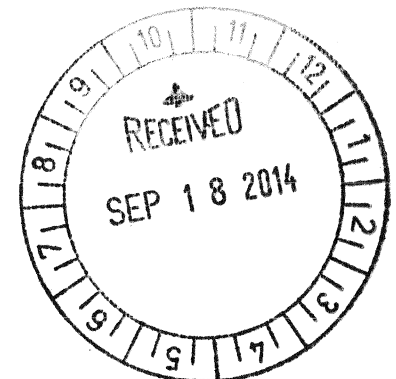
The Sheriff's Office is requesting approval of the attached contract with Westmoreland Central School District. This contract is a reimbursement contract for the 2014-2015 school year and will pay for (1) Deputy currently used as School Resource Officer at the School Campus in Westmoreland`.

**This Agreement requires Board approval at the Board's next meeting date. We are also requesting that this contract be used as a "boiler plate" contract for New York Mills and New Hartford School Districts for the 2014-2015 school year.**

If the enclosed contract is acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol  
Sheriff



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

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

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

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

**Oneida County Department/Office:** Sheriff's Office

**Competing Proposal:**  
**Only Respondent:**  
**Sole Source RFP:**  
**Other: X (Revenue)**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sheriff's Office  
**Providing Service to:** Westmoreland Central School District

**Title of Activity or Service:** School Resource Officer

**Proposed Dates of Operation:** September 2, 2014 – June 30, 2015

**Client Population/Number to be Served:** Members of the Westmoreland Central School District

**Summary Statements**

**1) Narrative Description of Proposed Services:** School Resource Officer to be used at the Westmoreland School District Campus

**2) Program/Service Objectives and Outcomes:** Give students role models that guide them toward community activities that prevent delinquency; develop crime prevention programs; training in conflict resolution, restorative justice, crime awareness and anger management; provide security to students and staff.

**3) Program Design and Staffing:** September 2, 2014 – June 30, 2015 School Year; School Resource Officer to be utilized at Westmoreland School District Campus

**Total Funding Requested:** None

**Account #:** A2735 (revenue)

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

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

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

**Past Performance Data:** N/A

**Oneida County Department/Office Staff Comments:** Westmoreland Central School District will reimburse the Sheriff's Office for the cost of the School Resource Officer. 2014-2015 \$64,500. This is a good program. The district is please with the presence of the SRO.

**AGREEMENT  
BETWEEN  
THE ONEIDA COUNTY SHERIFF'S OFFICE  
AND  
WESTMORELAND CENTRAL SCHOOL DISTRICT**

THIS AGREEMENT, made and entered into, by and between the Oneida County Sheriff, a public officer duly elected under the laws of the State of New York, 6065 Judd Road, Oriskany, New York, 13424, hereinafter referred to as "Sheriff", the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, hereinafter referred to as "County" and Westmoreland Central School District, hereinafter referred to as "District".

**WITNESSETH**

WHEREAS, the District wishes to secure the services of a one School Resource Officer, hereinafter referred to as SRO, for the 2014-2015 school year, to serve as law enforcement officers, role models, and as a resource to students and families at the Westmoreland Central School District facilities and related Westmoreland Central School District programs, and

WHEREAS, the Sheriff, the County and the District wish to enter into a partnership to provide law enforcement and other appropriate services to the students, staff, and faculty of Westmoreland Central School District and related Westmoreland Central School District programs, and

WHEREAS, the Sheriff, the County and the District agree that the parties' goals are the following:

1. To establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of the District
2. To increase the physical presence of the SRO within the District facilities,
3. To decrease the number of incidences involving outside police intervention at the District facilities,
4. To increase a sense of safety and order within the school setting, and
5. To provide counseling and advice to troubled students and staff within the District.

WHEREAS, the Sheriff has the personnel possessing the requisite skills and expertise to provide such services to the District

NOW THEREFORE, in consideration of the mutual promise made herein, the Sheriff, the County and the District agree as follows:

1. The Sheriff agrees to assign one Uniformed Officer as SRO to serve in the District according to a schedule established by mutual Agreement between the Sheriff and the District. The SRO will wear the uniforms issued by Oneida County Sheriff's Office including sidearm in an authorized holster when appropriate.
2. The SRO will be under the supervision of a designated member of the Sheriff's Law Enforcement Division and such SRO shall coordinate his/her activities at the District with the Westmoreland Central School District Principal or designee.
3. The SRO duties shall be as follows:
  - a. Provide for the security and safety of all students, staff and visitors.
  - b. Protect school property and maintain order in and around the school site.
  - c. Provide intervention between students and/or staff using appropriate techniques to calm and control situations.
  - d. Under the supervision of the Principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds and provide the appropriate documentation for such investigations.
  - e. Report all violations of law, school rules, regulations or policies to school administration.
  - f. Enforce New York State laws, rules and regulations.
  - g. Act as liaison with police and fire officials.
  - h. Advise school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property.
  - i. Screen all persons entering the building or school grounds. Take necessary action to prohibit loitering and trespassing on school grounds.
  - j. Become familiar with all hidden recesses in the building and checks them periodically.
  - k. Become familiar with the Student Code of Conduct, particularly prohibited items such as cell phones, pagers, iPods, wearing of hats, etc. Take required action to enforce the Code of Conduct and/or seize prohibited items.
  - l. Enforce Code of Conduct.
  - m. Maintain post integrity. Be highly visible at all times and refrain from unnecessary fraternization with other officers/employees.
  - n. Report for duty in a timely manner. If unable to work, give prior notification to the District and the Sheriff to make sure that a substitute has been arranged.
  - o. Question any individual not having appropriate identification who appears to be a student to ascertain his/her status.
  - p. Act as a mentor to students by maintaining a casual relationship with students; attempt to develop a rapport with students.



- q. Develop a common working relationship with the staff of the District.
- r. Report directly to the Principal or his/her designee.
- s. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety.

4. The Sheriff further agrees as follows:

- a. To provide an SRO who:
  - i. Possesses a minimum of 40 hours of specialized SRO training.
  - ii. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system.
  - iii. Demonstrate:
    - Effective verbal and written communication skills, including the ability to address public audiences in the school, business and community settings;
    - Ability to related to youth, especially the “at risk” and “special needs” populations;
    - Working knowledge of social services providers and other community justice and school resources;
    - Ability to identify, analyze and recommend solutions to complex behavioral and social problems;
    - A genuine interest in at-risk youth;
    - Meet all education and experience requirements set forth by Oneida County and New York State.
- b. Ensure the SRO spends an average of 35 hours per week, per officer, on-site at the District’s facilities between September and June when school is in session.
- c. Submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- d. Submit quarterly vouchers to the District for services rendered.
- e. Cooperate with the District to implement the SRO program with the least possible disruption to the educational process.

5. The District’s responsibilities under this program are as follows:

- a. Implement the SRO program in accordance with guidelines established herein by the parties.
- b. Designate an employee as the School Representative through which day to day business contact will be conducted with SRO.
- c. Provide the SRO with full access to school facilities, personnel and students.

- d. Ensure that school personnel, school board members, students and parents are informed of the duties and presence of the SRO on campus.
  - e. Provide time and appropriate space for the SRO to conduct approved staff, student and parent training.
  - f. Provide space for the SRO to store instructional materials and perform necessary tasks directly related to the SRO program.
  - g. Evaluate the program and administer annual assessment of partnership/program.
  - h. Make recommendations and program adjustments as appropriate.
6. The Sheriff, the County and the District agree to comply with the regulations set forth in the Family Education Rights to Privacy Act (FERPA).
  7. Any amendments to this Agreement require the written consent of all parties.
  8. The Agreement will be effective beginning on September 2, 2014 and expire on June 30, 2015, without notice.
  9. In case of deficiencies of service or other SRO programmatic issues, the District will first develop an Action Plan in concert with the Sheriff to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement with a thirty (30) day notice.
  10. If circumstances arise that the Sheriff feels warrant termination of this Agreement on his part, he must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the Sheriff reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
  11. The District agrees to pay the Sheriff the sum of \$64,500 for thirty five hours per week for the 2014-2015 school year; Said amount represents 100% of the replacement costs to the Sheriff. The payment would cover the normal work day and week (Monday – Friday 7 hours per day, 35 hours per week while school is in session). Any investigations, arrests, interviews, or other matters that require additional time at the District facilities over and above the agreed upon seven (7) hours per day per officer will be provided to the District at no additional charge by the Sheriff or the County. Incidental costs to include pager, vehicle, uniforms and ongoing training costs shall be covered by the Sheriff. Any time spent by the SRO that is not related to the interest of the District will not be reimbursed. Any expenses or financial obligations made by an SRO without the prior approval of the District will become the responsibility of the Sheriff. Any time spent at the Westmoreland Central School District facility over and above the contractually agreed upon hours per week will not be billed to the District unless prior approval for this expenditure is granted by an authorized agent of the District.

The rate of pay and fringe is paid at the currently negotiated employee contract for the Sheriff and the County and may change upon any future signed employee contract upon the District's receipt of statement of applicable salary and fringe changes. The District agrees to pay the Sheriff on a quarterly basis upon presentation of a Billing Statement, listing the Contract number, name and any attached data including the date and times worked by the SRO.

It is expressly agreed that the relationship of the SRO to the District shall be that of an independent Contractor. The SRO shall not be considered employees of the District for any purpose including but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. In the event of injury occurring to the SRO while working for the District, the District will pay \$50.00 per day up to a maximum of seven (7) days for such period that the SRO is unable to work due to such injury.

12. The parties agree that all information exchanged is considered confidential under Federal and New York State Law and will be used only for the purposes outlined in the Contract.
13. The Sheriff, the County, the assigned SRO and any substitute SRO shall not discriminate or refuse assistance to individuals with AIDS or HIV infection from an HIV related test. It is agreed that the Sheriff and any member of his staff with 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 disclosure in violations of State Law and Regulations.

The following written statement must be included 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"

14. The District agrees to indemnify, save and hold harmless the County and the Sheriff, their agents, servants, employees and subcontractors from any claims, demands, causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the District, its agents, servants, employees or subcontractors in connection with the performance of this agreement, and to defend at its own cost, such action or proceeding. The County and the Sheriff mutually agree to indemnify, save and hold harmless the District, its agents, servants, employees and subcontractors from any claims, demands causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the County and/or the Sheriff, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

The District agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000). The District agrees to have the Sheriff and the County added to said insurance policies as additional insureds, as their interest may appear and to provide the Sheriff and the County with a certificate from said insurance company or companies showing coverage as herein before required, such Certificate to show the Sheriff and the County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the Sheriff and the County of at least thirty (30) days.

The County agrees that it will, at its own expense, at all times during the term of this agreement, maintain in full force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000). The County agrees to have the District added to said insurance policies as a named additional insured, as its interest may appear, and to provide the District with a certificate from said insurance company or companies, showing coverage as herein before required, such certificate to show the District as additional insured and to provide that such coverage shall not be terminated without written prior notice to the District of at least thirty (30) days.

Nothing in this agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The Sheriff cannot promise or guarantee crime prevention, safety or security.

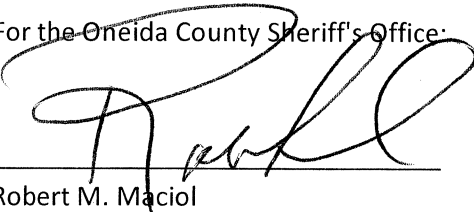
IN WITNESS WHEREOF, the County, the Sheriff, and the District have signed this Agreement on the day and year first above written.

For Oneida County:

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

\_\_\_\_\_  
Date

For the Oneida County Sheriff's Office:

  
\_\_\_\_\_  
Robert M. Maciol  
Oneida County Sheriff

6/12/14  
\_\_\_\_\_  
Date

For the District

  
\_\_\_\_\_  
WESTMORELAND CENTRAL SCHOOL  
SUPERINTENDENT

6/11/14  
\_\_\_\_\_  
Date

Approved as to Form

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

## ADDENDUM

THIS ADDENDUM, entered into on this 11 day of June 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

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

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

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

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

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

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

---

---

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



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

When applicable to the services provided pursuant to the Contract:

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

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

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

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

**10. Records.**

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

**11. Identifying Information and Privacy Notification.**

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

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

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

## **18. Certification of compliance with the Iran Divestment Act.**

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

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

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

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

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

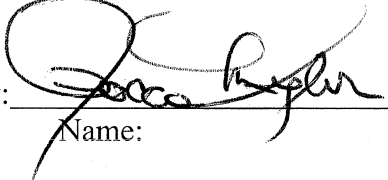
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

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

Oneida County Executive

**Contractor**

By:  \_\_\_\_\_  
Name:

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney



Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

September 4, 2014

FN 20 14-333, 1 and 2

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

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

Dear County Executive Picente:

The Sheriff's Office is requesting approval of a grant with New York State Division of Homeland Security and Emergency Services in the amount of \$66,250 for the purchase of computers for patrol vehicles for information sharing and collaboration to support law enforcement operations along with data service plans.

**This Agreement requires Board approval at the Board's next meeting date.**

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol  
Sheriff

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

Anthony J. Picente, Jr.  
County Executive

Date 9/19/14

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

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

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2227

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6105

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

September 4, 2014

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

Dear County Executive Picente:

The Sheriff's Office has received a Grant opportunity from the New York State Department of Homeland Security and Emergency Services in the amount of \$66,250 for the purchase of computers to be used in patrol vehicles for information sharing and collaboration to support law enforcement operations along with data service plans. The disbursement of these funds will take place over several years so it is necessary to set up a new capital project account.

**I therefore request Board approval at the Board's next meeting date for the following:**

- A. Establishment of Capital Project H-514 – Patrol Vehicle Computers and Data Service Plans
- B. Funding for Capital Project H-514 as follows:

H-514 – State Aid.....\$66,250.00

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

Sincerely,

Robert M. Maciol  
Sheriff

**Oneida County Department/Office:** Sheriff's Office

Competing Proposal:  
Only Respondent:  
Sole Source RFP:  
Revenue:  
**Grant: XXX**  
Other:

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name of Proposing Organization:** NYS Division of Homeland Security and Emergency Services

**Title of Activity or Service:** Grant (2014 State Law Enforcement Terrorism Prevention Program Grant)

**Proposed Dates of Operation:** September 1, 2014 – August 31, 2016

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

**Summary Statements**

**1) Narrative Description of Proposed Services:** The grant funds the purchase of terrorism incident prevention equipment which includes in car computers for information sharing and collaboration to support law enforcement operations along with data service plans.

**2) Program/Service Objectives and Outcomes:** Purchase in car computers for patrol vehicles for information sharing and collaboration to support law enforcement operations.

**3) Program Design and Staffing:** Train Personnel in the use of all new equipment purchased under this grant.

**Total Funding Requested:** \$66,250.00

**Account #:** H-514 Capital Project Account

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

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

**Oneida County Department/Office Staff Comments:** Please create a new Capital Account.  
E-signature is required for this grant.

<p><b>STATE AGENCY</b>                  New York State Division of Homeland Security and Emergency Services                  1220 Washington Avenue                  Building 7A Suite 710                  Albany, NY 12242</p>	<p><b>NYS COMPTROLLER'S NUMBER:</b> C972042                  (Contract Number)</p> <p><b>ORIGINATING AGENCY CODE:</b> 01077</p>
<p><b>GRANTEE/CONTRACTOR:</b> (Name &amp; Address)                  Oneida County                  800 Park Avenue                  Ulica, NY 13501</p>	<p><b>TYPE OF PROGRAMS:</b> WM2014 SLETPP  <b>CFDA NUMBER:</b> 97.067  <b>DHSES NUMBERS:</b> WM14972042</p>
<p><b>FEDERAL TAX IDENTIFICATION NO:</b> 15-6000460  <b>MUNICIPALITY NO:</b> (if applicable) 300100000 000  <b>SFS VENDER NO:</b> 1000002595</p>	<p><b>INITIAL CONTRACT PERIOD:</b>                  FROM 09/01/2014 TO 06/31/2016  <b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$66,250.00</p>
<p><b>STATUS:</b>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.</p>	<p><b>MULTI-YEAR TERM:</b> (if applicable)</p>
<p><b>CHARITIES REGISTRATION NUMBER:</b></p> <p><input type="text"/></p> <p>(Enter number of Exempt)                  if "Exempt" is entered above, reason for exemption.  <u>0 - not exempt</u></p> <p><input type="text"/></p> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p>	<p><b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b></p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services                  BY: _____ Date: _____  <b>State Agency Certification:</b> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".                  GRANTEE:                  BY: Hon. Anthony J. Picente Jr., County Executive Date: _____</p>	
<p><b>ATTORNEY GENERAL'S SIGNATURE</b></p> <p>_____                  Title: _____                  Date: _____</p>	<p><b>COMPTROLLER'S SIGNATURE</b></p> <p>_____                  Title: _____                  Date: _____</p>

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE14-1030-D00

Oneida County

09/04/2014

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE14-1030-D00

Oneida County

09/04/2014

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE14-1030-D00

Oneida County

09/04/2014

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE14-1030-D00

Oneida County

09/04/2014

**Budget Summary by Participant**

Oneida County

Oneida County Sheriffs Office - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Wireless computers for mobile data terminals	04HW-01-INHW	1	\$26,250.00	\$26,250.00	\$26,250.00	\$0.00
2	Wireless Modems for Mobile Data Terminals	04HW-01-INHW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Total					\$46,250.00	\$46,250.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Data service fees	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Total				\$20,000.00	\$20,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$66,250.00	\$66,250.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$66,250.00	\$66,250.00	\$0.00



**Award Contract**

LETTP/SLETTP

**Project No.**

LE14-1030-D00

**Grantee Name**

Oneida County

09/04/2014

## APPENDIX C

## PAYMENT AND REPORTING SCHEDULE

For All Grantees:

## I. PAYMENT PROVISIONS

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

## A. Payment and Recoupment Language

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

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

Reimbursement requests need to include the following documents:

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

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

## B. Interim and/or Final Claims for Reimbursement

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

2. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order

for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

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

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

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

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

## II. REPORTING PROVISIONS

### A. Required Reports:

#### Narrative/Qualitative Report (Progress Report)

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

#### Expenditure Report (Fiscal Cost Report)

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

#### Final Report

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

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

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

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

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

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

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

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

Rev. 05/2013

Certified by - on

**Award Contract**

LETPP/SLETPP

**Project No.**

**Grantee Name**

LE14-1030-D00

Oneida County

09/04/2014

**Work Plan**

**Goal**

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

**Objective #1**

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Information-Sharing and Dissemination

Target Capability

Primary - Intelligence/Information Sharing and Dissemination

Establish/enhance a terrorism intelligence/early warning system, center, or task force.

**Task #1 for Objective #1**

Purchase allowable terrorism incident prevention equipment, including in car computers for information sharing and collaboration to support law enforcement operations along with data service plans. Train appropriate personnel in the proper use of the equipment and place the equipment in service.

**# Performance Measure**

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

**Award Contract**

LETPP/SLETPP

**Project No.**

LE14-1030-D00

**Grantee Name**

Oneida County

09/04/2014

## APPENDIX A-1

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES  
GRANT CONTRACT

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

## WITNESSETH:

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

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

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

## STANDARD TERMS AND CONDITIONS

## I. GENERAL TERMS AND CONDITIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

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

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

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

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

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

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

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

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

K. Notice:

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

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

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

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

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

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

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

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

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity.

Q. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>1</sup>

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

V. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

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

X. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

## II. TERM, TERMINATION AND SUSPENSION

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

### B. Renewal:

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

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

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

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



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

### C. Termination:

#### 1) Grounds:

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

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

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

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

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

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

#### 2) Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

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

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

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

4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5) If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6) Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

#### B. Advance Payment and Recoupment:

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

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

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

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

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

#### C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### D. Identifying Information and Privacy Notification:

1) Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number.

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

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

#### E. Refunds:

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

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

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

#### G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### H. Notification of Significant Occurrences:

1) If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

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

#### I. Additional Terms:

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

when warranted by extenuating circumstances.

2) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

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

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

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

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

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

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

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

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

b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

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

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

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

f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(1)(7)(d) or (e) herein must make all procurements as noted below:

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

ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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

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

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

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



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

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

a) By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

b) Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

c) During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

d) DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

#### IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

##### A. Contractor as an Independent Contractor/Employees:

1) The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2) The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

##### B. Subcontractors:

1) If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2) The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

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

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

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

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

#### C. Use of Material, Equipment, or Personnel:

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

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

#### D. Property:

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

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

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

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

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

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

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

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

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

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

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

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

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

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

#### E. Records and Audits:

##### 1) General:

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

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

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

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check

disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

## 2) Cost Allocation:

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

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

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

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

## G. Publicity:

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

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

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

funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

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

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

- 1) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
- 2) The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
- 3) The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- 4) At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- 5) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

L. Workers' Compensation Benefits:

- 1) In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of

such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2) If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:<sup>7</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

#### 1) General Provisions

a) The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b) The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBES'). Contractor's



demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

## 2) Contract Goals

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

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

## 3) Equal Employment Opportunity (EEO)

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

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

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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

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

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

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

#### c) Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### d) Workforce Employment Utilization Report

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

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

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### 4) MWBE Utilization Plan

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

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

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract.

Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### 5) Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### 6) MWBE Subcontractor Utilization Quarterly Report

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

#### 7) Liquidated Damages - MWBE Participation

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

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

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

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

#### 8) M/WBE AND EEO Policy Statement

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

##### M/WBE

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

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

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

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

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage

the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

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

#### EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

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

#### V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

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

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal

audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

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

1) Administrative Requirements:

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

2) Cost Principles:

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

3) Audit Requirements:

- a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (for audits of fiscal years beginning prior to December 26, 2014)
- b) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (for audits of fiscal years beginning on or after December 26, 2014)

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

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

2) Affirmative steps shall include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e) Using the services and assistance of the Small Business Administration, and the Minority Business

Development Agency of the Department of Commerce; and

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

G. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

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

I. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at [http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2012](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012).

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

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

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

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

2) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a

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

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

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

L. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

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

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

M. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

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

**O. Equipment and Property:**

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

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

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

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

P. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

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

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

**Endnotes:**

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

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

<sup>3</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.



<sup>4</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

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

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

<sup>7</sup> Not applicable to not-for-profit entities.

VER 07/14

Certified by - on

**Award Contract**

LETPP/SLETPP

**Project No.****Grantee Name**

LE14-1030-D00

Oneida County

09/04/2014

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

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

**B. Record Requirements**

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

**C. Equipment Purchases**

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

**D. Training & Exercise Related Activities**

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

**E. Law Enforcement Requirements**

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

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

#### F. EHP Requirements

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhSES.ny.gov/grants/#ehp>

#### G. Equipment Maintenance Requirements

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

#### H. New York State Emergency Management Certification and Training Program

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

ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

# ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



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

## ADMINISTRATION

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

August 26, 2014

FN 20 14-334

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

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

Re: Integrated Cancer Services  
C-028827 (Infrastructure)

Attached are five (5) copies of a grant between Oneida County through its Health Department and the New York State Department of Health – Integrated Cancer Services Program.

This grant will allow for the promotion of comprehensive, guideline-concordant breast, cervical and colorectal cancer screening services among age-appropriate populations and coordinate the provision of integrated cancer screening services to eligible individuals, with an emphasis on priority populations throughout the designated service region.

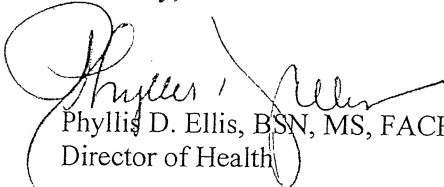
The current term of this grant shall become effective on April 1, 2014 through March 31, 2015. (this is a multi-year grant from July 1, 2013 through June 30, 2018) \$250,000 will be reimbursed to Oneida County for the term April 1, 2014 through March 31, 2015. Reimbursement is 100% state funded.

This is not a program mandated by Public Health Law.

The reason this grant is being forwarded to you after the commencement date is due to late receipt of grant.

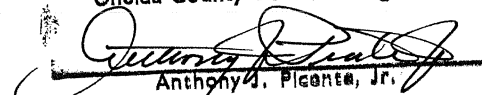
If this meets with your approval, please forward to the Board of Legislators.

Sincerely,

  
Phyllis D. Ellis, BSN, MS, FACHE  
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 9/19/14

ONEIDA COUNTY DEPARTMENT: **Public Health**    **Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other Renewal** \_\_\_\_\_

Oneida County Board of Legislators

(C-028827)

**NAME AND ADDRESS OF VENDOR:** New York State Department of Health  
Div. of Chronic Disease Prevention  
Empire State Plaza  
Corning Tower, Room 1025  
Albany, New York 12237-0675

**SUMMARY STATEMENT:** This grant will allow for the promotion of comprehensive, guideline-concordant breast, cervical and colorectal cancer screening services among age-appropriate populations and coordinate the provision of integrated cancer screening services to eligible individuals, with an emphasis on priority populations throughout the designated service region.

**DATES OF OPERATION:** This is a multi-year grant from July 1, 2013 through March 31, 2018. Current term is April 1, 2014 through March 31, 2015.

**TOTAL FUNDING REQUESTED:** Reimbursement is in the amount of \$250,000 for the current term of April 1, 2014 through March 31, 2015.

\_\_\_\_NEW      X  RENEWAL    \_\_\_\_\_AMENDMENT    \_\_\_\_APPLICATION

**FUNDING SOURCE:** 100% state funded

**Expense Account:** A4091

**Revenue Account:** A3451

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name &amp; Address)</p> <p>New York State Department of Health          Division of Chronic Disease Prevention          Empire State Plaza          Corning Tower Room 1025          Albany, NY 12237-0675</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450000</p> <p>CONTRACT NUMBER: C028827</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement  <input checked="" type="checkbox"/> Simplified Renewal Agreement  <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New  <input checked="" type="checkbox"/> Renewal  <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Integrated Breast, Cervical and Colorectal Cancer Screening Program – INFRASTRUCTURE</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595          Federal Tax ID Number: 156000460          DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Department of Health          800 Park Avenue          Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:  <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:  <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> Municipality, Code: 300100000000  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>EXEMPT</p> <p>Exemption Status/Code:</p> <p>EPTL3</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C028827

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b> From: 7/1/2013      To: 3/31/2018</p> <p><b>CURRENT CONTRACT PERIOD:</b> From: 4/1/2014      To: 3/31/2015</p> <p><b>AMENDED TERM:</b> From:                      To:</p> <p><b>AMENDED PERIOD:</b> From:                      To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b> <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$250,000</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

*FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:*  
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

**ATTACHMENTS PART OF THIS AGREEMENT:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Attachment A:                                | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions |
|  | <input type="checkbox"/> A-2 Federally Funded Grants                          |
| <input checked="" type="checkbox"/> Attachment B:                                | <input checked="" type="checkbox"/> B-1 Expenditure Based Budget              |
|  | <input type="checkbox"/> B-2 Performance Based Budget                         |
|  | <input type="checkbox"/> B-3 Capital Budget                                   |
|  | <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)          |
|  | <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)          |
|  | <input type="checkbox"/> B-3(A) Capital Budget (Amendment)                    |
| <input checked="" type="checkbox"/> Attachment C: Work Plan                      |   |
| <input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule |   |
| <input checked="" type="checkbox"/> Other: E-1 Workers' Compensation Insurance   |   |
| E-2 Disability Insurance   |   |

Contract Number: #   C028827



IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Oneida County of

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

Anthony J. Picente, Jr.

Printed Name

Title: Oneida County Executive

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

STATE AGENCY:

New York State Department of Health

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

Bradley Hutton, M.P.H.

Printed Name

Title: Director, Center for Community Health

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

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, 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 \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Contract Number: # C028827

Page 3 of 3

Master Grant Contract, Face Page

ATTACHMENT A-1  
AGENCY AND PROGRAM SPECIFIC CLAUSES  
Part A. Agency Specific Clauses

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):

**A. 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).

**B. Prohibition on Purchase of Tropical Hardwoods:**

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

2. 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.

**C. 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.

**D. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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

**F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors:** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than  
(i) an institution of higher education,  
(ii) a hospital, or  
(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

a) CE-200 -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) C-105.2 -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR

c) SI-12 -- Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

a) CE-200, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) DB-120.1 -- Certificate of Disability Benefits Insurance OR

c) DB-155 -- Certificate of Disability Benefits Self-Insurance

O. 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 any 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.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE monthly 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:

Erica Wade-Loop  
NYS Department of Health  
Central Field Office  
217 South Salina Street  
Syracuse, NY 13202

S. 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 shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. 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.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or

Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), 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: Stan Mathews  
Title: Health Program Administrator  
Address: New York State Department of Health  
Division of Chronic Disease Prevention  
Empire State Plaza  
Corning Tower Room 1025  
Albany, NY 12237-0675  
Telephone Number: 518-474-3050  
Facsimile Number: 518-473-2853  
E-Mail Address: stan.mathews@health.ny.gov

**Oneida County Department of Health**

Name: Anthony Picente  
Title: Oneida County Executive  
Address: 800 Park Avenue  
Utica, NY 13501  
Telephone Number: 315-798-5800  
Facsimile Number:  
E-Mail Address: ce@ocgov.net

**Part B. Program Specific Clauses**

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.



ATTACHMENT A-1  
AGENCY AND PROGRAM SPECIFIC CLAUSES  
Part B. Program Specific Clauses

New York State Department of Health

**Department of Health Program Name:** Cancer Services Program

**Initiative Name:** Integrated Breast, Cervical and Colorectal Cancer Screening Program -  
Component A – Upstate NY and Long Island

For Agreements Under Which Providers Receive Reimbursement from the State Contractors

- A. The CONTRACTOR shall obtain written approval of the CSP prior to publication or use of all materials, articles, documents, forms, papers, and similar materials whether electronic or paper form (Materials) developed under or in the course of performing this AGREEMENT. Any Materials developed by the CONTRACTOR under or in the course of performing this AGREEMENT must contain the following acknowledgement: “Funded by a grant from the New York State Department of Health, Bureau of Chronic Disease Control” and such Materials must include the Cancer Services Program logo. CONTRACTOR shall obtain prior written approval of the STATE for any publication or use of the Cancer Services Program logo, as per the Program’s Operations Manual (herein referred to as the CSP Operations Manual).
  
- B. The STATE routinely releases data to the CONTRACTOR in aggregate form to assist in the administration and improvement of the program. Any secondary release by the CONTRACTOR, its officers, employees, agents and subcontractors, of aggregate or individual-level data for any other purposes, including research, requires prior approval from the STATE, and potentially the New York State Department of Health Human Subjects Review Board.
  
- C. CONTRACTOR shall provide and require any subcontractors to provide, to the STATE information regarding prospective Providers of Screening and Diagnostic Services (herein referred to as “Providers”) as required by the STATE. The STATE agrees to inform the CONTRACTOR in writing as to whether the prospective Providers are acceptable to the STATE in a timely manner. The CONTRACTOR agrees to provide any information that may be required by the STATE to determine whether the Providers continue to satisfy the credentialing criteria established by the STATE. The CONTRACTOR agrees to solely use Providers that are acceptable to the STATE for services covered by the Cancer Services Program. If the CONTRACTOR is a licensed health care facility, nothing herein shall relieve CONTRACTOR of its legal responsibility for credentialing practitioners, including investigations prior to granting or renewing professional privileges consistent with Public Health Law section 2805-j and 2805-k.

- D. CONTRACTOR shall notify Providers that the STATE requires each participating Provider to maintain a current, unrestricted, valid license to practice their profession in the State of New York or to maintain a current valid license and have obtained prior written approval to participate in the program from the New York State Department of Health if the Provider possesses a current, valid restricted license. CONTRACTOR shall also notify Providers of all the requirements for participation in the Cancer Services Program.
  
- E. The CONTRACTOR shall notify the STATE of any provider with a restricted professional license seeking to participate in the program and shall not permit the provider to participate in the Program until the CONTRACTOR obtains prior written approval of the provider from the New York State Department of Health.
  
- F. CONTRACTOR agrees to directly provide screening and/or diagnostic services and agrees to the provisions of the Participating Provider Requirements as included in the CSP Operations Manual. If the CONTRACTOR is unable to directly provide services or, if the CONTRACTOR is a direct provider and supplements its provisions of services by agreements with other providers of screening and diagnostic services, the CONTRACTOR must enter into a written agreement for the provision of services with all Providers determined by the STATE to be acceptable for participation in the Cancer Services Program. The written agreement shall at a minimum include all of the requirements for Provider participation as set forth in the Participating Provider Requirements as included in the CSP Operations Manual and the Cancer Services Program Reimbursement schedule. The Operations Manual and Reimbursement Schedule are provided to all contractors annually and as revisions are made.
  
- G. The CONTRACTOR will reimburse such providers directly at regular intervals once clinical data has been accepted and approved on the PROGRAM data system, as set forth in the Participating Provider Requirements as included in the CSP Operations Manual.
  
- H. The CONTRACTOR is not responsible for determining the suitability of any potential Provider. Only the STATE may determine acceptability of any Provider for participation in the program hereunder.
  
- I. CONTRACTOR shall establish subcontract agreements, regardless of monetary compensation, for required partnership roles, as defined in the CSP Operations Manual, not directly fulfilled by the CONTRACTOR.

- J. CONTRACTOR shall maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the program. CONTRACTOR agrees to provide the STATE access to medical, including original mammograms, consents, business, personnel and/or financial records, and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.
- K. CONTRACTOR agrees to cooperate fully with the STATE's quality assurance efforts, including participating in discussions to explore reasons for unusual data patterns, and facilitating remediation of provider's clinical and/or data reporting deficiencies in a timely manner.
- L. The CONTRACTOR, its officers, employees, agents and subcontractors shall report to the STATE in a timely manner any complaints about the quality of care provided by a Provider. CONTRACTOR shall also notify all other entities dealing with any aspect of performance under this AGREEMENT of their duty to report complaints about a Provider.
- M. CONTRACTOR must obtain a signed New York State Department of Health Consent for Cancer Services Program Participation (CSP Consent) from each Cancer Services Program client participant, in addition to any other consents or authorizations the CONTRACTOR may obtain or which may be required by law to obtain. If the Cancer Services Program client has executed a CSP Consent with a Provider before CONTRACTOR has obtained a CSP Consent, the CONTRACTOR shall preferably obtain a copy of such CSP Consent from the Provider, or CONTRACTOR shall obtain a second signed CSP Consent from the client.
- N. Paragraphs A, J, and K of this Attachment A-1: Part B shall survive termination of the AGREEMENT

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY

PROJECT NAME: Integrated Breast, Cervical and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: 4/1/2014

3/31/2015

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$125,025	\$36,865	29.49%		\$161,890
b) Fringe	\$71,889	\$21,198	29.49%		\$93,087
Subtotal	\$196,914	\$58,063	29.49%	\$0	\$254,977
2. Non Personal Services					
a) Contractual Services	\$33,840	\$24,451	72.25%		\$58,291
b) Travel	\$8,535	\$0	0.00%		\$8,535
c) Equipment	\$0	\$0			\$0
d) Space/Property & Utilities	\$0	\$6,647			\$6,647
e) Operating Expenses	\$10,711	\$1,564	14.60%		\$12,275
f) Other	\$0				\$0
Subtotal	\$53,086	\$32,662	61.53%	\$0	\$85,748
TOTAL	\$250,000	\$90,725	36.29%	\$0	\$340,725

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
DETAIL

POSITION TITLE	SALARY			PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)				
1. Program Coordinator - Wendy Hunt	\$ 44,341	35		100.00%	12	\$ 44,341
2. Case Manager - Lynda Kiefer	\$ 39,714	35		100.00%	12	\$ 39,714
3. Data Manager - Robin Potenski	\$ 40,970	35		100.00%	12	\$ 40,970
4. Fiscal Services Administrator (in-kind) - Tom						\$ -
5. Director of Health (in-kind) - Phyllis D. Ellis						\$ -
6. Deputy Director of Health (in-kind) - Patrice B						\$ -
7. County Attorney (in-kind) - Nichole Hinman						\$ -
8. Public Health Educators (in-kind) - Krista Drak						\$ -
9. Public Health Coordinator (in-kind) - TBH						\$ -
10. Computer Support (in-kind) - Bruce Kistner						\$ -
11. Administrative Assistant (in-kind) - Rosemarie						\$ -
12. Office Specialist II (in-kind) - Denise Ciccarell						\$ -
13.						\$ -
14.						\$ -
15.						\$ -
Subtotal						\$ 125,025
<b>FRINGE - TYPE/DESCRIPTION</b>						
Fringe @ 57.5%						\$ 71,889
PERSONAL SERVICES TOTAL						\$ 196,914

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.	Betty Breckenridge (portion in-kind)	\$ 3,600
2.	Julie Minckler	\$ 10,080
3.	Mellony Light	\$ 8,160
4.	Billing Specialist (in kind)	
5.	Office for the Aging (in kind)	
6.	American Cancer Society (in kind)	
7.	Mohawk Valley Perinatal Network (in-kind)	
8.	Faxton St. Lukes Healthcare (in-kind)	
9.	Advertising/Marketing Contract (portion in kind)	\$ 12,000
10.		
	TOTAL	\$ 33,840

TRAVEL - TYPE/DESCRIPTION		TOTAL
1.	Mileage	\$ 8,535
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	TOTAL	\$ 8,535

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
DETAIL

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	TOTAL	\$ -

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1. Office Space (in kind)		
2.		
3.		
4.		
5.		
	TOTAL	\$ -

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
DETAIL

SPACE/PROPERTY EXPENSES: OWN - TIME DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
	TOTAL \$	-

TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.	Phone/Internet (in kind)	
2.		
3.		
4.		
5.		
	TOTAL \$	-



ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
DETAIL

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.	Computer network maintenance	\$ 420
2.	Office Supplies	\$ 1,263
3.	Postage (portion in-kind)	\$ 750
4.	Newspaper Advertising	\$ 1,500
5.	Promotional Items	\$ 254
6.	Printing	\$ 1,217
7.	Screening & Recruitment	\$ 2,286
8.	Program Meetings	\$ 480
9.	Educational Materials	\$ 775
10.	Registration/materials fee	\$ 50
11.	Equipment	\$ 1,716
12.		
13.		
14.		
15.		
TOTAL		\$ 10,711

OTHER - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ -

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NARRATIVE JUSTIFICATION

PROJECT NAME: Integrated Breast, Cervical and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

From: 4/1/2014

To: 3/31/2015

CATEGORY OF EXPENSE	BUDGETED	DETAILS
1. Personal Services a) Salary		
1. Program Coordinator - Wendy Hunt	\$44,341	<p>The Program Outreach Coordinator serves as the point of contact for all general communication between the CSP and the partnership. The Program Coordinator is responsible for overseeing the daily management of all aspects of the partnership, facilitating communication and feedback among partnership collaborators, promptly disseminating information or correspondence to collaborators in the partnership, promoting decisions about partnership activities be made collectively with all partners, scheduling, arranging and running partnership meetings, scheduling and running Work Group meetings and staff meetings, preparing and submitting semi-annual reports and other required program documents in a timely manner.</p> <p>Responsibilities as outreach coordinator include:</p> <ul style="list-style-type: none"> <li>• Ensuring that there is a balance of strategies for educating eligible clients about the importance of early detection and screening, that information is available on the services provided by the partnership and active recruitment of eligible clients for cancer screening;</li> <li>• Assisting the partners in developing, implementing and evaluating effective recruitment strategies, with specific emphasis on clients having the greatest need for services and priority populations;</li> <li>• Ensuring that the expertise of each partner is utilized in order to have greater reach into the communities and to maximize the program's effectiveness;</li> <li>• Responsible for recruitment of new providers and will assist with orientation of new providers. Salary for 12 months is \$44,341.</li> </ul>

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NARRATIVE JUSTIFICATION**

**PROJECT NAME:** Integrated Breast, Cervical and Colorectal Cancer Screening Program

**CONTRACTOR SFS PAYEE NAME:** ONEIDA COUNTY OF

**From:** 4/1/2014

**To:** 3/31/2015

CATEGORY OF EXPENSE	BUDGETED	DETAILS
2. Case Manager – Lynda Kiefer	\$39,714	The Case Manager works with the providers & partners to assist clients with alleviating any barriers that may prevent the client from keeping scheduled appointments, diagnostic evaluation, and if necessary, treatment. Responsible for assisting clients in receiving comprehensive, coordinated care, in a timely manner, based on individualized needs. Develop individual written care plans providing ongoing reassessment of the clients' needs. Develop linkages with community resources to connect clients to screening and treatment support services. Reassess the clients' needs throughout the duration of care and evaluating client satisfaction. Maintain Designated Qualified Entity (DQE) status, to enroll clients in the Medicaid Cancer Treatment Program. Assist with any barrier which is preventing a client from meeting with the DQE for an interview and informing the client of documents required for the application process. Assist with outreach and recruitment in the community. Salary for 12 months is \$39,714.
3. Data Manager – Robin Potenski	\$40,970	The Data Manager serves as the point of contact for all data-related communication between the CSP and the partnership. The Data Manager is responsible for promptly submitting data via the program's web-based data system (INDUS) for clients screened by a CSP provider and for whom reimbursement is requested for any clinical service. Assuring that data are submitted promptly in order to expedite payment to service providers and to prevent clients from being billed for covered services. Promptly obtain missing or incorrect information from the provider promptly distributing monthly data reports received from the CSP (including but not limited to the monthly billing report) to the Fiscal Services Administrator. Monitor the partnership's clinical services and infrastructure budgets. Complete Monthly Budget Assessment along with Program Coordinator. Promptly preparing and submitting vouchers to Fiscal Services Administrator on a monthly basis. Attaching the appropriate billing reports and other documentation to vouchers. Maintain status as a DQE to enroll qualified clients in the MCTP. Assist with outreach and recruitment in the community. Salary for 12 months is \$40,970.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NARRATIVE JUSTIFICATION**

PROJECT NAME: Integrated Breast, Cervical and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

From: 4/1/2014

To: 3/31/2015

CATEGORIES OF EXPENSE	BUDGETED	DETAILS
4. Fiscal Services Administrator (in-kind) – Tom Engle	\$0	Administrator with complete oversight of Health Department billing, accounting and finances. Department budget preparation, 10% time with CSP staff for guidance, assists with budgets, and fiscal planning. Does purchase orders, vouchers, mileage payments and quarterly reports BSROE. Responsible to ensure the dispersal of funds to all clinical service providers and contractual employees for infrastructure costs. Attest to the CSP that all costs for which reimbursement is requested are true and accurate, to the best of his knowledge, by signing state vouchers. Salary for 12 months is \$85,251. He spends 10% of his time on CSP \$85,251 x 10% = \$8,525 all in kind.
5. Director of Health (in-kind) - Phyllis D. Ellis	\$0	Administrator with complete oversight of Health Department programs and staff. Provides some supervision to CSP. Attends Board of Legislature meetings on our behalf. Salary for 12 months is \$82,164. She spends 2% of her time on CSP (\$82,164 x 5% = \$1,643). This is all in-kind.
6. Deputy Director of Health (in-kind) - Patrice Bogan	\$0	Administrator with oversight of the CSP. Provides direct supervision and reviews CSP reports for Director to report on to County Executive and Board of Legislators. Salary for 12 months is \$86,801. She spends 5% of her time on CSP activities (\$86,801 x 5% = \$4,340). This is all in-kind.
7. County Attorney (in-kind) - Nichole Hinman	\$0	Responsible for legal issues relating to program including contracts. Reviews any documents, contracts or, if needed, attends court. Assists with release of information. Consultant for legal matters relating to client situations and general advisor. Salary for 12 months is \$68,928. She spends approximately 5% of her time on CSP matters (\$68,928 x 5% = \$3,446). This is all in-kind.
8. Public Health Educators (in-kind) - Krista Drake	\$0	Assist Coordinator with outreach and education events. Attend Health Fairs and provide information on CSP. Provide educational cancer information to the public. Participates in Work Group planning, attends partnership meetings. Average salary for 12 months is \$45,939. Approximately 10% of time is spent on CSP activities (\$45,939 x 10% = \$4,594). This is all in-kind.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NARRATIVE JUSTIFICATION**

PROJECT NAME: Integrated Breast, Cervical and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

From: 4/1/2014

To: 3/31/2015

CATEGORY OF EXPENSE	BUDGETED	DETAILS
9. Public Health Coordinator (in-kind) - TBH	\$0	Assists in writing PSA's and other health related information for the media. Edits all Health Education information written prior to sending to the media. Schedules and informs staff of scheduled health fairs and other events. Arranges media appearances for coordinator. Salary for 12 months is \$50,714. Approximately 10% of his time is spent on CSP activities, \$50,714 x 10% = \$5,071 all in-kind.
10. Computer Support (in-kind) - Bruce Kistner	\$0	Provides technical advice and assistance on an as needed basis. Installation of software when needed. Salary for 12 months is \$63,836. He spends about 5% of his time on CSP work. \$63,836 x 5% = \$3,192, all in-kind.
11. Administrative Assistant (in-kind) - Rosemarie Yacco	\$0	Assists in keeping track of contract process. Trains and advises staff in contract management process. Salary for 12 months is \$41,215. She spends about 5% of her time on CSP work. \$41,215 x 5% = \$2,061, all in-kind.
12. Office Specialist II (in-kind) - Denise Ciccarelli	\$0	Assists with intake of new CSP clients and recall. Salary for 12 months is \$19,966. She spends about 20% of her time on CSP work. \$19,966 x 20% = \$3,993, all in-kind.
b) Fringe	\$71,889	
<b>2. Non Personal Services</b>	<b>\$196,914</b>	
a) Contractual Services		
1. Betty Breckenridge (portion in-kind)	\$3,600	Madison County outreach worker: 15 hours/month X \$20 per hour X 12 months = \$3,600...she also works at least 5 hours/month in-kind at free clinic: 5 X \$20 X 12 months= \$1200
2. Julie Minckler	\$10,080	Oneida County Outreach worker: She will provide 56 hrs/month X \$15/hr X 12 months = \$10,080.
3. Mellony Light	\$8,160	Herkimer County outreach worker: 40 hours/month X \$17 per hour X 12 months = \$8,160.
4. Billing Specialist (in kind)	\$0	Provides HR services and payroll services to OCHD employees. 26 hours at \$23 per hour = \$598.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NARRATIVE JUSTIFICATION**

PROJECT NAME: Integrated Breast, Cervical and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

From: 4/1/2014

To: 3/31/2015

CATEGORY OF EXPENSE	BUDGETED	DETAILS
5. Office for the Aging (in kind)	\$0	June Hanrahan from Oneida County OFA is a partner and a DQE for our partnership. She completes 3 MCTP applications a year, assists with outreach through the Meals on Wheels Program, includes fliers in her monthly newsletter twice a year, and assists with other outreach activities. Attends at least 2 screening events a year. Attends about 8 Work Group and Partnership meetings per year. 3 MCTP apps/yr at \$29/hr: 3 X \$29 = \$87, 5 hrs of time (5 X \$29 = \$145) preparing and including CSP info in monthly newsletter 2 times/year. Prints fliers at @ \$200 (covers both submissions) 2 screening/health & wellness events per year is @ 5 hours of time each: 10 X \$29 = \$290, 8 mtgs/yr at 2 hrs/mtg: 8 X \$58 (2 x \$29) = \$464, all in-kind for a total of \$1,186.
6. American Cancer Society (in kind)	\$0	American Cancer Society is very active on Component Work Groups. Attends Partnership meetings and assists in chairing and planning meetings for events. Peter does advocacy and attends all sustainability meetings with NYS legislators. ACS promotes the CSP on their website, makes referrals. ACS provides meeting space for many Work Group meetings and provides coffee at those meetings. ACS has a DermaScan that they loan to us for health events. 150 hrs/year of Peter's time at \$42/hr: 150 X \$42 = \$6,300. General advertising of CSP along with ACS events - about \$300/year, Literature to distribute at events- about \$300/year. Use of DermaScan for health events: \$50/use X 3 events - \$150. Use of room for Work Group meetings, \$20/hr X 2.5 hrs X 6 mtgs = \$300. Donation of coffee/paper products for mtgs: \$7 X 6 mtgs = \$42. Total of \$7,392, all in kind.
7. Mohawk Valley Perinatal Network (in-kind)	\$0	Participates regularly in Partnership meetings and Component Work Group planning meetings as well as putting in time at CSP run events. MVPN provides meeting space approximately 4 times a year. 50 hours of time at \$25/hr = \$1,250. Use of room at \$20/hr X 2.5 hrs X 4 = \$200. Total of \$1,450, all in kind.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NARRATIVE JUSTIFICATION**

PROJECT NAME: Integrated Breast, Cervical and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

From: 4/1/2014

To: 3/31/2015

CATEGORY OF EXPENSE	BUDGET FUND	DETAILS
8. Faxton St. Lukes Healthcare (in-kind)	\$0	At least two staff participate in Work Group meetings and put in a lot of time to help in the planning and implementation of events in which they are involved. Faxton St. Luke's provides a room for meeting space approximately 8 times a year. 70 hours combined time at avg of \$30/hr = \$2100. Use of room at \$20/hr X 2.5 hrs X 8 = \$400. Total of \$2,500, all in kind.
9. Advertising/Marketing Contract (portion in kind)	\$12,000	We intend to continue to contract with a local marketing company to administer an ad campaign for us, to include mostly television as this seems to work the best in this area, and some internet. Last year we utilized \$12,000 of CSP funds. (27 spots @ \$15 = \$405, 18 spots @ \$20 = \$360, 54 spots @ \$35 = \$1890, 25 spots @ \$55 = \$1375, 18 spots @ \$85 = \$1530, 16 spots @ \$115 = \$1840, 8 spots @ \$175 = \$1400, 16 spots @ \$200 = \$3200 = \$12000. (Cost of spots varies according to air time.) MPW Marketing provides the following services in-kind: Script & Concept (\$650), Shoot, edit & post-production management (\$525), Media Planning/Negotiation (\$675) Consultation meetings (\$375), for a total of \$2,225. Cost to run the ad is different depending on the time it runs. Rates range from \$20 (mid-morning) to \$300 (evening). Last year, the total in kind from WKTV was \$5,680, and the total in kind from Nexstar Communications (TV) was \$2,220. Total advertising in kind was \$10,125. This is based on last year's rates but we anticipate in kind values for the next year will be at least the same.
b) Travel		
1. Mileage	\$8,535	Approximately 1270 miles a month by all staff for 12 months at \$0.56 a mile....1270 X \$0.56 X 12 = \$8,535
2.	\$0	
c) Equipment		
d) Space/Property & Utilities		
Rent		

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NARRATIVE JUSTIFICATION

PROJECT NAME: Integrated Breast, Cervical and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

From: 4/1/2014  
To: 3/31/2015

CATEGORY OF EXPENSE	BUDGETED	DETAILS
1. Office Space (in kind)	\$0	Rent is \$9.27 per square foot and we occupy approximately 620 square feet. \$9.27 x 620 = \$5,747 for the year, all in kind.
Own		
Utilities		
1. Phone/Internet (in kind)	\$0	\$15/month x 5 lines = \$75, x 12 months = \$900. 5 lines total, for Program Coordinator, Case Manager, Data Manager, Intake, Fax.....internet included in this cost. This is all kind.
e) Operating Expenses		
1. Computer network maintenance	\$420	Oneida County requires that we get encrypted email in order to email patient information to providers and NYS CSP. The cost of this is approximately \$140 per computer for one year. Three computers to have this program: Case Manager, Data Manager and Program Coordinator. 3 X \$140 = \$420
2. Office Supplies	\$1,263	General offices supplies (folders, labels, tape, pens, etc.) \$455. Ink for 2 printers: 2 x 1 x \$300 = \$600. 5 cartons of paper: 8 x \$26 = \$208
3. Postage (portion in-kind)	\$750	1200 postage paid envelopes (1200 x \$0.49) = \$588, Additional mailings (certified mail, mail to clients, mail to providers) \$162. In Kind is equal to \$1,564 for other mailings (recall letters, welcome letters, etc.)
4. Newspaper Advertising	\$1,500	Steuben: \$374 for 4 dates in Rome paper, \$129 for 3 dates in Boonville paper, \$97 for 3 dates in Remsen paper; Additional funds at approximately \$100 per ad run for 9 events is \$900. Funds to advertise community health events with CSP and Bassett mobile screening unit providing screenings.
5. Promotional Items	\$254	New CSP shirts for staff to wear when doing events in the community. We will order 2 shirts for each of the 6 staff. Set up fee for imprints about \$50. Shirts at \$17 each. 12 x \$17 = \$204 + \$50 = \$254



ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NARRATIVE JUSTIFICATION

PROJECT NAME:

Integrated Breast, Cervical and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME:

ONEIDA COUNTY OF

From: 4/1/2014

To: 3/31/2015

CATEGORY OF EXPENSE	BUDGETED	DETAILS
6. Printing	\$1,217	Printing of duplicate consent forms is \$0.94 each. 1000 x \$0.94 = \$940, Printing of general outreach material: 1000 x \$0.25 = \$250, Printing of posters for various events: 100 x \$0.27 = \$27
7. Screening and Recruitment	\$2,286	For the Love Yourself screening event in October, we will put together Goody Bags for 80 participants at about \$5 each = \$400; Door prizes or table fees for 12 Health events at \$25 each = \$300; Lunch and supplies for Steuben Health Fair = \$700; Rental of 20 tables for Steuben Health Fair at \$8 per table, damage fee of \$16 and \$50 delivery = \$226. Goody bags/small gift for Coach attendees: 11 events x 12 attendees x \$5 = \$660.
8. Program Meetings	\$480	2 Partnership meetings per year, one in each county for a total of 6 meetings. 20 attendees each x \$2 each x 6 meetings = \$240. 12 work group meetings, 10 attendees each. 10 x \$2.00 each x 12 = \$240
9. Educational Materials	\$775	New teaching models, to be shared with outreach workers for their events. 3 Breast Cross Section Models with Pathology x \$75 = \$225. 3 new colon model at \$80 each, 3 x 80 = \$240. 2 4-piece colon with pathology, 2 x \$60 = \$120. 2 Breastology bags x \$95 = \$190. These are educational models of breasts that illustrate different types of lumps, methods of self breast exam and which part of the breast are affected the most by cancer.
10. Registration/materials fee	\$50	\$50 membership fee for COMPASS group which is a group of professionals that works with seniors age 55 and older
11. Equipment	\$1,716	Our copier/fax costs \$143 a month to lease. \$143/month x 12 months = \$1,716
f) Other		
<b>TOTAL</b>	<b>\$53,086</b>	
<b>Non Personal Services Subtotal</b>	<b>\$250,000</b>	

ATTACHMENT C – WORK PLAN  
SUMMARY

PROJECT NAME: Integrated Breast, Cervical and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: April 1, 2014

To: March 31, 2015

Project Service Region: Oneida, Herkimer & Madison Counties

**Project Purpose:** Promote comprehensive, guideline-concordant breast, cervical and colorectal cancer screening services among age-appropriate populations and coordinate the provision of integrated cancer screening services to eligible individuals, with an emphasis on priority populations throughout the designated service region.

**Project Required Activities:**

Program Management and Leadership – assume overall responsibility for all contract activities and be the primary contact for the Department/HLI; coordinate and administer the program to ensure that all required activities are implemented and that contractual obligations are met in a timely manner; ensure that any barriers to implementation of the required activities are promptly addressed to reduce potential effects on program performance; conduct data and fiscal management.

Partnering, Coordination and Collaboration - build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services at the population level and among the eligible populations throughout the service region.

Public Education, Targeted Outreach and In-Reach - engage partners to implement evidence-based or evidence-informed strategies to promote the program, build public demand for cancer screening services, and identify eligible clients in priority populations, throughout the service region; ensure and coordinate implementation of client oriented screening interventions and strategies as outlined in the Centers for Disease Control and Prevention Guide to Community Preventive Services (<http://www.thecommunityguide.org/index/html>) and the National Cancer Institute's Cancer Control PLANET (<http://cancercontrolplanet.cancer.gov/>).

Provision of Health Services: Screening, Diagnostic and Case Management Activities - develop a network of medical care providers throughout the service region to provide eligible men and women with comprehensive, guideline-concordant breast, cervical and colorectal cancer screening and diagnostic services, and, when necessary, ensure access to treatment services.

ATTACHMENT C – WORK PLAN  
DETAIL

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p><b>Objective #1:</b> Provide leadership, coordinate and administer the program to implement all required activities and meet contractual agreements in a timely manner</p>		<p>i. Promote CSP through education, advertisement and screening events. Maintain an Access program that tracks clients, reports and funds spent. Data manager keeps an Excel spreadsheet of clients, services provided and funds spent. The Budget Assessment Tool is done monthly and submitted to Regional Manager.</p> <p>ii. Promote CSP through education, advertisement and screening events. Maintain an Access program that tracks clients, reports and funds spent. Data Manager keeps an Excel spreadsheet of clients, services provided and funds spent. The Budget Assessment Tool is done monthly and submitted to Regional Manager.</p>	<p>i. &gt;95% of federal clinical service funds expended</p> <p>ii. &gt;95% of state clinical service funds expended</p>

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>iii. Program Coordinator will complete all work plans, budget and reports with help of program staff and submit in standard format by due date to Regional Manager.</p> <p>iv. All SIF &amp; FF entered into Indus as pending as soon as client is screened. As soon as reports are received, this information is entered into Indus as well. On a monthly basis, Data Manager submits billing to Fiscal Services Administrator who prepares vouchers for reimbursement and sends to Regional Manager.</p>	<p>iii. Annual work plans, budgets, reports and other program deliverables submitted accurately and on time</p> <p>iv. Vouchers submitted on a monthly basis</p>
		<p>v. Reciprocal referral process has been in place with Mohawk Valley Perinatal Network (MVPN) for several years. MVPN used to have the Facilitated Enrollment Program locally and is now one of the Patient Navigator Programs</p> <p>Program Coordinator is working on setting one up with ACR Health, the other agency with navigators in our region.</p>	<p>v. Formal referral process is established with the local IPA/Navigators to facilitate client enrollment in the Marketplace</p>
		<p>vi. All clients are offered names and numbers of local navigators as well as given the NY State of Health web address and phone number.</p>	<p>vi. Resources and information are provided to CSP clients about health insurance options through the Marketplace</p>
		<p>ii. Program Coordinator will visit annually with NYS legislators to educate and inform about the CSP.</p>	<p>ii. No less than 12 educational visits to inform community members and decision makers about the impact of</p>

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>Program Coordinator and Outreach staff will arrange to provide educational sessions to community members and community organizations.</p> <p>iii. We will maintain 7 DQE's to enroll eligible men and women in the MCTP in all 3 counties. As needed, DQE's will attend applicable training to keep current with MCTP guidelines. We will regularly assess the need for additional DQE's.</p>	<p>cancer and the cancer burden, community needs for services, and how the local CSP addresses the cancer burden and community needs.</p> <p>iii. There are a sufficient number of DQEs in the service region to meet the needs of the program to assist eligible clients with enrollment in the MCTP.</p> <p>i. Implements evidenced-based strategies (e.g., Community Guide to Preventive Services Recommended Interventions) to promote the program, build public demand for cancer screening services and identify eligible clients</p>
		<p>i. Educational materials provided by NYS DOH and ACS will be used to educate members of the priority population on the importance of early detection and screening. We will work with both CSP and non-CSP providers, and CSP partners to offer this information. We will introduce the NYS Cancer Control Plan to providers and partners and solicit commitments to use strategies outlined in the plan and in the Community guide, to educate and influence population attitudes and beliefs about cancer screening. We will continue to work with an advertising agency to create and deliver a consistent message regarding the CSP in the local media. We will continue to utilize Facebook to offer</p>	

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>educational information and promote the CSP and our events. We will utilize Letter to the Editor and "Op Ed" opportunities in the local newspapers.</p>	
		<p>ii. We will provide screening opportunities to women via special events and Bassett Healthcare's mobile screening unit. We will work through primary care offices to refer women who are age 50 and older for mammography. We will participate in community events aimed at women who are age 50 and older to offer CSP information. We will work closely with the Federally Qualified Health Center in Ulrica and the Free Clinic in Oneida to ensure that they refer all eligible women ages 50 to 64 to the CSP for mammograms. We will work through CSP component work group on women's health to implement events catering to women who are age 50 and older, providing information on breast cancer and offering enrollment into the CSP for those who are eligible. Consult the Community Guide and NYS Cancer Control Plan for ideas.</p>	<p>ii. &gt;75% of screening mammogram clients age 50 and older</p>
		<p>iii. Whenever possible we will have a provider on the Bassett Mobile Screening Unit who can provide</p>	<p>iii. &gt;20% of initial program-funded Pap tests for women rarely or never screened for cervical cancer</p>

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>Pap/pevic exams for eligible women when we do mobile screening events. We will work with CSP providers that do Paps to identify &amp; refer eligible women in their practices to the CSP for Pap/pevic exams. We will participate in relevant community events to provide information on the CSP and recruit this population. The outreach worker will be at the free clinic in Oneida, NY at least twice a month to enroll eligible women for Pap/pevic exams, educating on the importance of regular cervical screening. We will work through CSP component work group on women's health to offer events catered to women, providing information on cervical cancer and offering enrollment into the CSP for those who are eligible. Consult the Community Guide and the NYS Cancer Control Plan for ideas.</p>	<p>iv. &gt;20% of clients who are male</p>
		<p>iv. Outreach staff will be at the free clinic in Oneida, NY at least twice a month to enroll eligible men for FIT kits and educate on the importance of regular colorectal screening. We will work with CSP providers to identify self-pay men for FIT kit distribution. We will participate in relevant community events to provide information on the CSP and recruit this population. We will</p>	

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>work with urology offices in all 3 counties to offer CSP services to men who are uninsured. We will work through CSP component work group on men's health to offer events catered to men, providing information on colorectal cancer and offering FIT kits to those who are eligible. Consult the Community Guide and the NYS Cancer Control Plan for ideas.</p> <p>ii. We will provide screening opportunities to women via special events and Bassett Healthcare's mobile screening unit. We will work through primary care offices to refer men and women who are age 50 and older, for CSP services. We will participate in community events aimed at men and women who are age 50 and older to offer CSP information and information about the importance of regular cancer screenings for people who are age 50 and older. We will work closely with the Federally Qualified Health Center in Utica and the Free Clinic in Oneida to ensure that they refer all eligible men and women ages 50 to 64 to the CSP for services. We will work through CSP component work groups, (one on women's health and one on men's health) to implement events catering to people who are age 50 and older, providing education and</p>	<p>v. &gt;75% of clients age 50 to 64</p>



OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>information and offering enrollment into the CSP for those who are eligible. Consult the Community Guide and NYS Cancer Control Plan for ideas of events to promote cancer screenings.</p> <p>vi. We have part-time outreach people in each county. These women are able to focus on recruiting people strictly from their counties. The outreach staff will attend events in their respective counties to recruit eligible people. The Madison County outreach worker goes to the Free Clinic in Oneida twice a month and gets referrals there. Outreach staff will plan or participate in the planning of mobile screening events in their respective counties, and promote those events. Program Coordinator and Outreach staff connect with providers (both CSP and non-CSP) to encourage them to refer uninsured/underinsured people to the CSP.</p>	<p>vi. &gt;15% of eligible population screened in each county</p>
		<p>i. The CSP has wide network of local providers who participate, and will maintain this network. We will continue to assess the need for additional providers. We maintain an up to date listing of these providers and whether or not they accept Medicaid. Agreements and attachments are prepared and sent 2 months prior</p>	<p>i. Enters into agreements with a sufficient network of medical providers throughout the service region to provide comprehensive, guideline-concordant breast, cervical and colorectal cancer screening and diagnostic services, and access to treatment services when necessary.</p>

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>to the date it is due to expire. A spreadsheet is maintained of all providers and contractors to track the progress of agreements.</p>	
		<p>ii. The Recall list in Indus is pulled one month ahead. Initially women are called to let them know that they are due for their screening, and to determine eligibility over the phone. If no response, a message is left. If the client does not return a call within 3 to 4 weeks, a letter is sent. If still no contact within another 3 to 4 weeks, a second letter is sent. If still no response, a final letter is sent via certified mail.</p>	<p>ii. &gt; 60% of women rescreened by mammogram within 24 months</p>
		<p>iii. The Recall list in Indus is pulled one month ahead. Initially clients are called to let them know that they are due for their screening, and to determine eligibility over the phone. If no response, a message is left. If the client does not return a call within 3 to 4 weeks, a letter is sent. If still no contact within another 3 to 4 weeks, a second letter is sent. If still no response, a final letter is sent via certified mail.</p>	<p>iii. &gt;60% of clients rescreened by fecal test within 10-14 months</p>
		<p>iv. All women screened who are 50 and older are offered all 3 screenings. We will participate in relevant community events to promote the CSP and recruit women eligible for comprehensive</p>	<p>iv &gt;50% of women age 50 and older with comprehensive cancer screening.</p>

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>screenings. Outreach staff will be at the free clinic in Oneida, NY at least twice a month to enroll eligible women for comprehensive screenings and educate on the importance of regular breast, cervical and colorectal screenings. We will work through CSP component work group on women's health to offer events catered to women, providing information on all 3 cancers and offering enrollment into the CSP for those who are eligible. Consult the Community Guide and the NYS Cancer Control Plan for ideas.</p> <p>v. Manager discusses results with provider, and once the client is aware of the findings, contacts client to offer case management services. Deputy Director of Health reviews reports as needed and provides clinical oversight. Case Manager assesses barriers, discusses options and develops a plan of care with each client. Case Manager makes appointments for follow-up within 72 hours of receipt of report. If a diagnosis of cancer occurs, the Case Manager will refer client to a DQE to complete the application for MCTP.</p> <p>vi. Manager discusses results with provider, and once the client is aware of the findings, contacts client to offer case management services. Deputy Director of</p>	<p>v. &gt; 75% of abnormal cervical screenings with timely follow-up</p> <p>vi. &gt; 75% of abnormal breast screenings with timely follow-up</p>

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>Health reviews reports as needed and provides clinical oversight. Case Manager assesses barriers, discusses options and develops a plan of care with each client. Case Manager makes appointments for follow-up within 72 hours of receipt of report. If a diagnosis of cancer occurs, the Case Manager will refer client to a DQE to complete the application for MCTP.</p> <p>vii. Manager discusses results with provider, and once the client is aware of the findings, contacts client to offer case management services. Director of Health reviews reports as needed and provides clinical oversight. Case Manager assesses barriers, discusses options and develops a plan of care with each client. Case Manager makes appointments for follow-up within 72 hours of receipt of report. If a diagnosis of cancer occurs, the Case Manager will refer client to a DQE to complete the application for MCTP.</p> <p>vii. Once a diagnosis is made, client is immediately set up with a DQE in order to complete application for MCTP along with supporting documentation.</p>	<p>vii. &gt; 75% of abnormal colorectal screenings with timely follow-up</p> <p>vii. &gt; 90% of eligible clients enrolled in the Medicaid Cancer Treatment Program</p>

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>i. All CSP providers are continually reminded of the need for reports to be provided in a timely manner. As soon as intake is done, a client is entered in Indus as pending. Report submission is tracked in a Microsoft Access program by Case Manager &amp; Data Manager. They will request reports if not received within the appropriate time frame, and do so until they are received. All Screening Intake Forms are entered on Indus as soon as reports are received.</p>	<p>i. &gt; 85% of Screening Intake Forms with timely submission</p>

ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

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

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \_\_\_\_\_ percent (\_\_\_%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (\_\_\_%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement  
Due date \_\_\_\_\_
- Monthly Reimbursement  
Due date 30 days from end of period
- Biannual Reimbursement  
Due date \_\_\_\_\_
- Fee for Service Reimbursement  
Due date \_\_\_\_\_

- Rate Based Reimbursement  
Due date \_\_\_\_\_
- Fifth Quarter Reimbursement  
Due date \_\_\_\_\_
- Milestone/Performance Reimbursement  
Due date/Frequency \_\_\_\_\_
- Scheduled Reimbursement  
Due date/Frequency \_\_\_\_\_

## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports (*select the applicable report type*):

- Narrative/Qualitative Report

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

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

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

- Final Report

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

- Consolidated Fiscal Report (CFR)<sup>1</sup>

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

<sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

## B. Progress-Based Reports

### 1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

### 2. Final Progress Report

Final scheduled payment will not be due until \_\_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_\_ days from the end of the contract.

## C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.



TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
1	4/1/14 - 9/30/14	10/31/14
2	10/1/14 - 3/31/15	4/30/15

E-1

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name &amp; Address of Insured (Use street address only)</p> <p style="text-align: center; font-size: 2em;">N/A</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p style="text-align: right; font-size: 2em;">N/A</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p style="text-align: center; font-size: 2em;">N/A</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a"</p> <p style="text-align: right; font-size: 2em;">N/A</p> <p>3c. Policy effective period</p> <p style="text-align: center;">_____ to _____</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

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

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

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

Approved by: \_\_\_\_\_  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: \_\_\_\_\_  
(Signature) (Date)

Title: \_\_\_\_\_

Telephone Number of authorized representative or licensed agent of insurance carrier: \_\_\_\_\_

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

E-2

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
1a. Legal Name & Address of Insured (Use street address only)  <p style="text-align: center;">N/A</p>	1b. Business Telephone Number of Insured  <p style="text-align: right;">N/A</p> 1c. NYS Unemployment Insurance Employer Registration Number of Insured  1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  <p style="text-align: center;">N/A</p>	3a. Name of Insurance Carrier  <p style="text-align: right;">N/A</p> 3b. Policy Number of entity listed in box "1a"  3c. Policy effective period  _____ to _____
4. Policy covers: a. <input type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law b. <input type="checkbox"/> Only the following class or classes of the employer's employees:  <p style="text-align: right;">N/A</p>	
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.	
Date Signed: _____ By: _____ <small>(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</small>	
Telephone Number: _____ Title: _____	
IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.	
Part 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)	
State of New York Workers' Compensation Board	
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.	
Date Signed: _____ By: _____ <small>(Signature of NYS Workers' Compensation Board Employee)</small>	
Telephone Number: _____ Title: _____	

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



David L. Mathis  
Director, Workforce Development



Anthony J. Picente, Jr.  
Oneida County Executive

September 2, 2014

IN 20 14-335

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

Attached for your approval are five (5) copies of a Grant Award Contract (RE12-1016-E02) from the New York State Division of Criminal Justice Services (DCJS) to once again fund the local Re-Entry Task Force.

This Grant Award Agreement will run from July 1, 2014 to June 30, 2015 and is for a total of \$114,240. It is completely funded by the New York State Division of Criminal Justice Services. The money for this program originates from a Re-Entry Task Force Enhancement Grant and its goal is to expand services to returning offenders and parolees. As in past years, this will continue to be accomplished through improved coordination and collaboration among local criminal justice, social services, educational, health and mental health systems.

The attached five (5) copies of the Division of Criminal Justice Services Project Award Documents represent the contractual mechanism by which the actual grant money is transferred.

**No Oneida County tax dollars will be used to cover the costs of administering the local Re-Entry Task Force through this Grant Award.**

**Approval of the Oneida County Board of Legislators is required for you to sign the Grant Award Documents.**

Upon approval of the Board of Legislators, please sign and date the attached copies of the Grant Award Documents where indicated, and return them to Anthony Ricci of my staff (ext. 5908). **Please note that your electronic signature will also be required in order to secure the grant funds.**

If you have any questions, please feel free to contact me.

Sincerely yours,

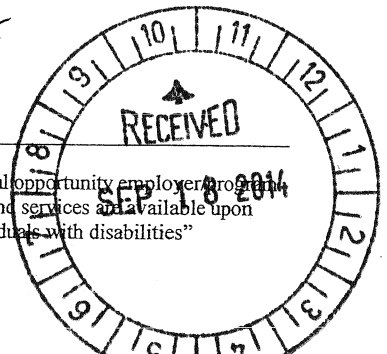
*David Mathis*

David L. Mathis, Director  
Oneida County Workforce Development

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

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

Date 9/17/14



**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name of Proposing Organization: Oneida County Workforce Development**

**Title of Activity or Service:** Local Re-Entry Task Force Initiative

**Proposed Dates of Operation:** July 1, 2014 to June 30, 2015

**Client Population/Number to Be Served:** 143 Moderate to High Risk and/or Special Population formerly-incarcerated individuals.

**Summary Statements**

**1) Narrative Description of Proposed Services**

The goal of New York State's Re-Entry strategy is to reduce recidivism and promote community safety. Additional goals are as follows: 1. To help individuals returning from prison to the community, to assess and address their criminogenic needs and provide linkages to services which will reduce their criminality and increase public safety; 2. To coordinate a system of resources and services necessary to address the criminogenic and stabilization needs of formerly incarcerated individuals; 3. To build support for re-entry as a public safety initiative through public education initiatives.

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

Intake, assess and hold the first case conference for 143 Moderate to High Risk and/or Special Population formerly-incarcerated individuals.

**3) Program Design and Staffing**

The program is currently staffed by one (1) Coordinator and one (1) part-time Community Liaison. Linkage is provided to local Re-Entry Task Force.

The Re-Entry Task Force receives referrals from the NYS Department of Corrections and Community Supervision (DOCCS), screens individuals for eligibility, determines each individual's service needs, reviews cases with DOCCS and Parole, and develops appropriate service plans and refers individuals to appropriate services.

**Total Funding Requested:** \$114,240

**Account #**

Revenue: J3764

Appropriation: J6342.495

**Oneida County Dept. Funding Recommendation:** Oneida County Workforce Development recommends acceptance of NYS Dept. of Criminal Justice Services grant to fund Local Re-Entry Task Force initiative.

**Proposed Funding Sources** (Federal \$/ State \$/ County \$: NYS Dept. of Criminal Justice Services Grant totaling \$114,240.

**Cost per Client Serviced:** \$798.88, based on proposed intake of 143 individuals

**Past Performance Data:**

For the period July 1, 2013 to June 30, 2014:

- Objective: The Oneida County Re-Entry Program proposed to serve a minimum of 120 formerly-incarcerated individuals, at least 96 of which must be “Moderate to High Risk and/or Special Population Individuals.”  
Result: 134 individuals served
- Objective: The Oneida County Re-Entry Program proposed to serve individuals in obtaining housing that is conducive to maintaining a law abiding lifestyle (i.e., parole stabilization housing, residential treatment and halfway house).  
Result: 72 individuals referred to or provided housing services; 64 individuals obtained housing.
- Objective: The Oneida County Re-Entry Program proposed to serve individuals in obtaining employment or employment programs/services (i.e., One Stop Center, Department of Labor, ACCES, transitional employment, temp agency).  
Result: 109 individuals referred to or provided employment programs and/or services; 40 individuals obtained full-time employment; 47 individuals obtained part-time employment.
- Objective: The Oneida County Re-Entry Program proposed to serve individuals in pursuing education and vocational services (i.e., GED training program, educational program, or vocational training program).  
Result: 50 individuals attended a GED, educational, or vocational program
- Objective: Social Services Assistance: The Oneida County Re-Entry Program proposed to serve individuals in obtaining social services (i.e., SSI, SSD, Food Stamps, Medicaid, TANF).  
Result: 145 individuals were referred for social service benefits; 134 individuals obtained social service benefits.

- Objective: Treatment: The Oneida County Re-Entry Program proposed to serve individuals in obtaining treatment (i.e., Substance Abuse treatment, Mental Health treatment, and Sex Offender treatment).  
Result: 121 individuals were referred to or provided with treatment; 108 individuals received treatment.
- Objective: Domestic Violence/Offender Accountability: The Oneida County Re-Entry Program proposed to serve individuals in receiving Domestic Violence/Offender Accountability program treatment.  
Result: 19 individuals were referred for domestic violence treatment; 14 individuals were enrolled in treatment.
- Objective: Cognitive Behavioral Intervention (CBI) Programs: The Oneida County Re-Entry Program proposed to serve individuals in obtaining cognitive behavioral intervention programs.  
Result: 42 individuals referred for treatment; 31 individuals enrolled in treatment.
- Objective: Mentoring Services: The Oneida County Re-Entry Program proposed to serve individuals in obtaining mentoring services.  
Result: 8 individuals referred to mentoring services; 8 individuals enrolled in mentoring services.

Additional results during the July 1, 2013 to June 30, 2014 period:

- 8 Low-Risk individuals were referred to services
- 8 Walk-ins were referred to services
- 10 Low-Risk individuals were referred to housing services
- 15 Low-Risk individuals were referred to employment or vocational services
- 14 Low-Risk individuals were referred to social services
- 12 Low-Risk individuals were referred to treatment services
- 3 Low-Risk individuals were referred to domestic violence/offender accountability programs.
- 7 Low-Risk individuals were referred to cognitive behavioral intervention programs
- 3 Low-Risk individuals were referred to mentoring services

### **O.C. Department Staff Comments**

This program was funded at \$114,240 during the period July 1, 2013 to June 30, 2014.

This program was funded at \$114,240 during the period July 1, 2012 to June 30, 2013.

This program was funded at \$161,300 during the period July 1, 2011 to June 30, 2012.

This program was funded at \$175,100 during the period July 1, 2010 to June 30, 2011.

This program was funded at \$224,332 during the period July 1, 2009 to June 30, 2010.

<u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	<u>NYS COMPTROLLER'S NUMBER:</u> C490044 (Contract Number)  <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	<u>TYPE OF PROGRAMS:</u> Reentry Task Forces and Enhanced Services <u>DCJS NUMBERS:</u> RE10490044 REB3490044 REC4490044 <u>CFDA NUMBERS:</u>
<u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000	<u>INITIAL CONTRACT PERIOD:</u> FROM 07/01/2012 TO 06/30/2015 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$342,720.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.
<u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u>  <div style="border: 1px solid black; padding: 5px; width: fit-content;">           Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.         </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input checked="" type="checkbox"/> Other (Identify) Appendix B1 Program Performance Milestones & Costs.
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____



**Award Contract****Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE12-1016-E02

Oneida County

09/02/2014

## APPENDIX A

## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements,

licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

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

applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7th Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884

<http://www.empire.state.ny.us>

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

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

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

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

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

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

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY

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

December 2011

Certified by - on

**Award Contract**

**Reentry Task Forces and Enhanced Services**

**Project No.**

**Grantee Name**

RE12-1016-E02

Oneida County

09/02/2014

**APPENDIX B - Budget Summary by Participant**

Oneida County - Version 1

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	RE14-Oneida County Offender Reentry - 7/1/14-6/30/15 - Based on maximum state reimbursement amount in Appendix B1	1	\$114,240.00	\$114,240.00	\$114,240.00	\$0.00
Justification: See attached Appendix B-1, Program Performance Milestones and Costs.						
Total				\$114,240.00	\$114,240.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$114,240.00	\$114,240.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$114,240.00	\$114,240.00	\$0.00

APPENDIX B-1

PROGRAM PERFORMANCE MILESTONES AND COSTS

CONTRACTOR: Oneida County

CONTRACT NUMBER: C490044

PROGRAM: Oneida CRTF

BUDGET TERM: 7/1/14 - 6/30/15

BUDGET CATEGORIES	OPERATING BUDGET	PERFORMANCE MILESTONE	ANNUAL MILESTONE TARGET	STATE REIMBURSEMENT RATE	TOTAL STATE REIMBURSEMENT
Personal Services		Intakes/Assessments	143	399.44	57,119.92
Fringe Benefits					
Consultant Services		45 Day Retention	107	266.92	28,560.44
Equipment					
Supplies		90 Day Retention	72	396.67	28,560.24
Travel and Subsistence					
Rental of Facilities					
Alterations and Renovations					
All Other Expenses	114,240				
<b>Total Operating Budget</b>	<b>\$ 114,240</b>	<b>Total</b>			<b>\$114,240</b>
<b>Maximum State Reimbursement</b>	<b>114,240</b>				
<b>Reimbursement Rate</b>	<b>100%</b>				



**2014-15 Operating Budget Oneida County RTF**

<b>Sub-contract with Workforce Investment Board:</b>	<b>\$114,240</b>
--	------------------

**Salaries for Project Coordinator & Project Assistant: \$62,500**

Assisting returning offenders is labor-intensive, requiring the services to two staff to address housing, behavioral, employment and other needs. The project coordinator will receive a salary of \$53,500. The part-time support staff will be paid \$9,000, based on an hourly rate of \$16 per hour for 562.5 hours.

**Fringe benefits for staff: \$13,375**

Standard fringe benefits apply, with the exception of the Coordinator, who does not take health insurance. Neither retirement or health insurance is offered to part-time staff.

Benefits are projected to be:

**Coordinator:**

FICA (7.65%) =	\$4108.55
Retirement (6%) =	\$3222.31
Comp (.38%) =	\$ 215.99
UI (1.3% total, 6.9% on fist \$10,300 gross pay) =	\$ 710.70

**Part-time staff:**

FICA (7.65%) =	\$ 704.10
Comp (2.39%) =	\$ 215.99
UI (6.9% on fist \$10,300 gross pay) =	\$ 621.07

**Project supplies: \$900.00**

Operating the task force requires costs for consumable supplies such as paper as well as office expenses such as copying. Cost items are: \$400 for office supplies (paper, pens, folders, etc.); \$500 for postage to cover costs of mailing parolees, outreach information to landlords and mailings to community partners.

**Rent: \$5,400.00**

The CRTF rents space adjacent to the city's downtown bus hub. Rent is \$450 per month for 700 square feet of office space, a rate of 64.28 cents per square foot.

**Travel for staff: \$3,800.00**

The budget requires the costs to support staff attendance at any mandatory training sessions, and to support local travel. Local travel is projected to total \$550 (1,000 miles at 55 cents per mile).

<b>Other:</b>	<b>\$28,265</b>
<b>Telephone land lines (2)</b>	<b>\$1,200</b>
<b>Expenses for parolees:</b>	<b>\$27,065.00</b>

There are costs for services to parolees as follows:

\$1,000 in interview clothes and hygiene products for parolees.

\$1,100 for IDs that are required to access services, find a job.

\$6,715 in housing services, including temporary housing for homeless offenders. The program assists parolees by, on a case-by-case basis, providing security deposits or up-front rent requirements for parolees who will be working but have no funds to pay these up-front costs. \$2,000 to the Workforce Investment Board. The WIB's fiscal flexibility allows it to turn around vouchers to assist parolees with clothes, hygiene products, or IDs so that parolees can have these needs met in a timely manner.

\$1,250 for bus passes to allow parolees to attend mandated counseling and other sessions when parolees have no other means of transportation available. Passes cost \$60 for those needed a one-month supply of rides. Most passes cost \$15 for one week's worth of bus rides.

**Sub-contract with Center for Family Life and Recovery:**

**\$15,000**

\$15,000 in CBT services for parolees through the Center for Family Life and Recovery, as shown below:

<b>Cognitive Behavioral Approach Therapy</b>	<b>\$9,610</b>
Individual Hours 10 hours x \$60.00 per hour = \$600	
Group Hours 240 hours x \$30.00 per hour = \$7200	
Exit Interview 10 hours x \$60.00 per hour = \$600	
Planning Hours 16 hours x \$60.00 per hour = \$960	
WalMart Gift Card - Group Completion 10 x \$25 = \$250	
<b>Conferencing</b>	<b>\$1,680</b>
Case Conference Meetings 20 hours x \$60.00 per hour = \$1200	
Task Force Meetings 8 hours x \$60.00 per hour = \$480	
<b>Sex Offender Treatment Program</b>	<b>\$2,190</b>
Intake and Group Hours 73 hours x \$30.00 per hour = \$2190	
Administrative Cost	<b>\$1,520</b>
<b>Total</b>	<b>\$15,000</b>

<b>Total Budget for Project # RE12-1016-E02:</b>	<b>\$114,240</b>
--	------------------

**Award Contract****Reentry Task Forces and Enhanced Services****Project No.**

RE12-1016-E02

**Grantee Name**

Oneida County

09/02/2014

**APPENDIX D - Work Plan****Goal**

The goals for NYS County Re-entry Task Forces are as follows:

1. To help individuals returning from prison to the community, to assess and address their criminogenic needs and provide linkages to services which will reduce their criminality and increase public safety;
2. To coordinate a system of resources and services necessary to address the criminogenic and stabilization needs of formerly incarcerated individuals;
3. To build support for re-entry as a public safety initiative through public education initiatives.

Workplan term: 7/1/14- 6/30/15.

**Objective #1**

Intake, assess and hold the first case conference for 143 Track I individuals.

**Task #1 for Objective #1**

Tasks for Objective I are as follows: Required participants will be moderate to high risk and/or special population individuals (referred to as Track I). Each CRTF will receive Track I referrals from DOCCS, screen individuals for eligibility, determine each individual's service needs, conference cases with DOCCS (Parole), develop service plan and refer individuals to appropriate services.

**# Performance Measure**

- 1 The number of individuals who are actively involved and receiving services based on assessed needs at the 45 day point.

**Objective #2**

45-day retention (75% of total intakes) - 107 individuals reach 45 day retention point.

**Task #1 for Objective #2**

Record the number of individuals who are actively involved and receiving one or more of the following services based on assessed needs. (The number to be reported is the number reaching the 45 day point. Specific need areas addressed will be reported separately in a monthly report to DCJS.)

Housing: The CRTF shall assist individuals in obtaining housing that is conducive to maintaining a law abiding lifestyle (i.e., parole stabilization housing, residential treatment and halfway house).

Employment: The CRTF shall assist individuals in obtaining employment or employment programs/services (i.e., One Stop Center, Department of Labor, ACCES, transitional employment, temp agency).

Education: The CRTF shall assist individuals in pursuing education and vocational services (i.e., GED training program, educational program or vocational training program).

Social Services Assistance: The CRTF shall assist individuals in obtaining social services (i.e., SSI, SSD, food stamps, Medicaid and TANF).

Treatment: The CRTF shall assist individuals in obtaining treatment (i.e., chemical dependency treatment,

mental health treatment and sex offender treatment).

Offender Accountability: The CRTF shall assist individuals in receiving offender accountability programming.

Cognitive Behavioral Intervention (CBI) Programs: The CRTF shall assist individuals in obtaining cognitive behavioral intervention programs (i.e., Thinking for a Change, Aggression Replacement Therapy, Moral Reconciliation Therapy, etc.)

Mentoring Services: The CRTF shall assist individuals in obtaining mentoring services

### # Performance Measure

- 1 The number of individuals who are actively involved and receiving services at the 45 day point based on assessed needs.

### Objective #3

90-day retention (50% of intakes) - 72 individuals have reached the 90-day retention point in the program and have received services.

#### Task #1 for Objective #3

Record the number of individuals who are actively involved and receiving one or more of the following services based on assessed needs. (The number to be reported is the number reaching 90-day retention point. Specific need areas addressed will be reported separately in monthly report to DCJS.)

Housing: The CRTF shall assist individuals in obtaining housing that is conducive to maintaining a law abiding lifestyle (i.e., parole stabilization housing, residential treatment and halfway house).

Employment: The CRTF shall assist individuals in obtaining employment or employment programs/services (i.e., One Stop Center, Department of Labor, ACCES, transitional employment, temp agency).

Education: The CRTF shall assist individuals in pursuing education and vocational services (i.e., GED training program, educational program or vocational training program).

Social Services Assistance: The CRTF shall assist individuals in obtaining social services (i.e., SSI, SSD, food stamps, Medicaid and TANF).

Treatment: The CRTF shall assist individuals in obtaining treatment (i.e., chemical dependency treatment, mental health treatment and sex offender treatment).

Offender Accountability: The CRTF shall assist individuals in receiving offender accountability programming.

Cognitive Behavioral Intervention (CBI) Programs: The CRTF shall assist individuals in obtaining cognitive behavioral intervention programs (i.e., Thinking for a Change, Aggression Replacement Therapy, Moral Reconciliation Therapy, etc.)

Mentoring Services: The CRTF shall assist individuals in obtaining mentoring services.

### # Performance Measure

- 1 The number of individuals who are actively involved and receiving services at the 90-day retention point based on assessed needs.

**Award Contract****Reentry Task Forces and Enhanced Services****Project No.**

RE12-1016-E02

**Grantee Name**

Oneida County

09/02/2014

**Award Conditions**

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

**APPENDIX D - Special Conditions**

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

**A. PROGRAM SERVICES**

1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.
2. The CONTRACTOR shall provide, on STATE supplied case monitoring forms, client/participant specific data as called for and delineated within those forms. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.
3. The CONTRACTOR agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to the DCJS Office of Program Development and Funding, OPDF, the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
4. Strategy Special Conditions: The CONTRACTOR agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT or Reentry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.
5. The CONTRACTOR must work towards the development of a comprehensive array of Reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The CONTRACTOR shall review all services proposed by sub-contractors for compliance with evidence-based practice as defined by the Transition from Prison to the Community model and New York State's adaptation of that model (NYTPC).
6. In addition to services designed to meet the basic survival needs of returning persons, the CONTRACTOR must ensure that the county's network of services includes those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, Thinking for a Change and Offender Workforce Development Specialist Programming that can be evaluated as part of the contract with the Contractor/grantee.

**B. TERMINATION**

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.

2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.

3. The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.

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

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

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

#### C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

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

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

#### D. FUNDING

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

2. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE, and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of any necessary reporting documentation in a timely manner. Programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services. The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions. In addition to the four (4) required quarterly progress reports that are referenced in Appendix A-1, the CONTRACTOR may be required to submit additional program data or information in accordance with timeframes and procedures established by DCJS.

Counties opting to subcontract with a not-for-profit agency for the services of a County Reentry Coordinator and/or Enhanced Services must follow the jurisdiction's procurement process for such services and maintain the records for obtaining these services on file.

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

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

4. Vouchers and supporting documentation should be sent to:  
NYS Division of Criminal Justice Services  
Office of Finance  
4 Tower Place  
Albany, NY 12203

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

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

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

Program progress reports and vouchers with fiscal documentation will be due on the last day of the month following the end of each calendar quarter. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.



**Award Contract****Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE12-1016-E02

Oneida County

09/02/2014

---

Amendment created on - 03/26/2014

Prior Contract Terms

Contract Start Date - 07/01/2013

Contract End Date - 06/30/2014

Contract Amount - \$228,480.00

Amendment certified on - 01/10/2014

Amendment Type - Simplified Renewal

Contract Start Date - 07/01/2013

Contract End Date - 06/30/2014

Contract Amount - \$228,480.00

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

Amendment created on - 03/11/2013

Prior Contract Terms

Contract Start Date - 07/01/2012

Contract End Date - 06/30/2013

Contract Amount - \$114,240.00

**APPENDIX X****AMENDMENT OF GRANT CONTRACT TERMS**

Agency Code: 01490

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

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

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

Certified by - on

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 18, 2014

FN 20 14-336

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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

Oneida County is in receipt of a grant from Office of Children and Family Services in the amount of \$ 313,981.00. These funds will be used by the Oneida County Child Advocacy Center. This Grant has a Contract period for October 1, 2014 through September 30, 2015.

This grant supports Law Enforcement Coordinators are specially trained in the Child Advocacy Center's procedures and protocols regarding child abuse cases. The Law Enforcement Coordinators will be assigned to the Center and act as the liaison between the Child Advocacy Center and their respective agency.

I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of these grant funds.

Sincerely,

Lucille A. Soldato  
Commissioner



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

Anthony J. Picente, Jr.  
County Executive

Date 10/7/14

LAS/tms  
attachment

**Oneida County Board of Legislators****Contract Summary**

**Name of Proposing Organization:** Office of Children and Family Services  
52 Washington Street  
Rensselaer, New York 12144

**Title of Activity or Services:** Oneida County Child Advocacy Center Grant

**Proposed Dates of Operations:** October 1, 2014 through September 30, 2015

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

**SUMMARY STATEMENTS****1). Narrative Description of Proposed Services**

This grant will support the position of (4) four Law Enforcement Coordinators from various Police agencies. The Law Enforcement Coordinators (LEC) shall facilitate and assist the Oneida County Child Advocacy Center in their investigation of Multidisciplinary Team (MDT) child abuse cases. The Law Enforcement Coordinators shall be the liaison between Oneida County Child Advocacy Center, the Police Departments, the Department of Social Services and the District Attorney's Office in matters relating to the investigation and prosecution of MDT cases. The LEC shall participate in case review, assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT cases into the computer program. The Grant will also support part of both the Child Advocacy Administrator and the Case Tracking Specialist.

The main objective for the program and what makes the Oneida County Child Advocacy Center an asset to the County is all facets are located under one roof, which is a child friendly site where children and their families receive coordinated services. The Center is home to the multidisciplinary team which provides on-site law-enforcement, Oneida County DSS Caseworkers, victim advocacy, scheduled medical examinations, counseling, preventive support, child fatality review and a state of the art training facility.

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

These funds will be utilized to support Contractual/Consultants, travel and trainings, and other operating expenses.

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

**Total Grant Amount:** \$ 313,981

**Oneida County Dept. Funding Recommendation:** A2703 - 100% funds through New York State Office of Children and Family Services

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

Federal	0%
State	100%
County	0%

**Cost Per Client Served:**

**Past performance Served:**

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



**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

STATE AGENCY (Name & Address): NYS Office of Children and Family Services 52 Washington Street Rensselaer, NY 12144	BUSINESS UNIT/DEPT. ID: CFS01 / 3400000 CONTRACT NUMBER: C026592  CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input checked="" type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002595 Federal Tax ID Number: DUNS Number (if applicable):	TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Renewal
CONTRACTOR SFS PAYEE NAME:  ONEIDA COUNTY OF  CONTRACTOR DOS INCORPORATED NAME: Oneida County	PROJECT NAME: Child and Family Safety CAC  AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 185 GENESEE ST 4TH FL UTICA NY 13501	CONTRACTOR STATUS: <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Municipality, Code: 300100000- <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Not-for-Profit -Charities Registration Number: Exemption Status/Code: Government  <input type="checkbox"/> Sectarian Entity
CURRENT CONTRACT TERM: From: 10/01/2012 To: 09/30/2017 CURRENT CONTRACT PERIOD From: 10/01/2014 To: 09/30/2015 AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT (Multi-Year - enter total projected amount of the contract; Fixed-term/Simplified renewal - enter current period amount):  CURRENT: \$313,981.00 AMENDED:  SOURCE(S): <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other
FOR MULTI-YEAR AGREEMENTS ONLY- CONTRACT PERIOD AND FUNDING AMOUNT: (Out years represent projected funding amounts)  <div style="border: 1px solid black; padding: 20px; text-align: center;">                     See Attachment B Summary                 </div>	

**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A-1 Agency Specific Terms & Conditions
- Attachment B - Budget
- Attachment C Work Plan
- Attachment D

The parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

<b>CONTRACTOR</b>	<b>STATE AGENCY</b> Office of Children and Family Services
Electronically Signed by: 	Electronically Signed by: 
	<u>State Agency Certification</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

I certify that I have personally verified the electronic signature of the Contractor to this Agreement.

BCM SIGNATURE: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTORNEY GENERAL'S SIGNATURE

Approved:  
Thomas P. DiNapoli  
State Comptroller

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

Contract Number: # \_\_\_\_\_  
Page 1 of 25, Master Contract for Grants - Standard Terms and Conditions

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

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

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

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

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

---

<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).  
Contract Number: # \_\_\_\_\_



OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

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

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. 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 e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

Contract Number: # \_\_\_\_\_

Page 3 of 25, Master Contract for Grants - Standard Terms and Conditions

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

**L. Set-Off Rights:** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master 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.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

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

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

**V. Federally Funded Grants:** All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

---

<sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

Contract Number: # \_\_\_\_\_

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

## II. TERM, TERMINATION AND SUSPENSION

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

**B. Renewal:**

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

**2. Renewal Notice to Not-for-Profit Contractors:**

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

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

## C. Termination:

### 1. Grounds:

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

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

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

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

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

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

### 2. Notice of Termination:

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

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

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

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

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

### ***3. Effect of Notice and Termination on State's Payment Obligations:***

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

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

### ***4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

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

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

**B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

**C. Claims for Reimbursement:**

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
  - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).



The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

---

<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

Contract Number: # \_\_\_\_\_

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

---

<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

Contract Number: # \_\_\_\_\_

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

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

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

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

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

#### **G. Program and Fiscal Reporting Requirements:**

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

Contract Number: # \_\_\_\_\_

Page 13 of 25, Master Contract for Grants - Standard Terms and Conditions

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

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

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

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

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

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

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

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

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

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

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

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

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

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

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

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

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

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
  - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

**E. Records and Audits:**

**1. General:**

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.



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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

## **2. Cost Allocation:**

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

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

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

Contract Number: # \_\_\_\_\_

Page 19 of 25, Master Contract for Grants - Standard Terms and Conditions

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

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

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

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

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

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

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

**N. Vendor Responsibility:**

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

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

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

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

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

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

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

Contract Number: # \_\_\_\_\_

Page 24 of 25, Master Contract for Grants - Standard Terms and Conditions

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

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

---

<sup>9</sup> Not applicable to not-for-profit entities.

Contract Number: # \_\_\_\_\_

**ATTACHMENT A-1**  
**PROGRAM SPECIFIC TERMS AND CONDITIONS FOR ALL**  
**NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS)**  
**CONTRACTS**

(12-2013)

A) **AGENCY SPECIFIC TERMS AND CONDITIONS**

1. **PERSONNEL**

- a. It is the policy of OCFS 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 OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.
- b. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this CONTRACT. No change or substitution of such responsible person(s) will be made without prior approval in writing from OCFS, to the degree that such change or substitution is within the reasonable control of the Contractor.

2. **GENERAL TERMS AND CONDITIONS**

- a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or workplan contained in Attachment D must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. 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 OCFS under the Federal Social Security Act, where applicable.
- c. 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:
  - 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 OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.
- d. OCFS will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. 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 CONTRACT shall be directed to the Contract Manager.
- e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT 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 CONTRACT. 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 OCFS and the Office of the State Comptroller (OSC).
- f. All organizations that receive Federal and/or New York State financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal and/or New York State financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program



beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal and/or New York State financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal and/or New York State financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal and/or New York State financial assistance.

- g. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT 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.

### **3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS**

- a. The Contractor agrees to safeguard the confidentiality of financial and client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and client information with regard to services provided under this CONTRACT 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 CONTRACT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) and, at the discretion of OCFS, of the Vulnerable Persons Central Register (VPCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

### **4. PUBLICATIONS AND COPYRIGHTS**

- a. OCFS 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 CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.
- b. All of the license rights so reserved to OCFS 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 CONTRACT is federally funded.
- c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS 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 OCFS, 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.

### **5. 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 CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. 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.

#### 6. TERMINATION

To the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS 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 OCFS to the Contractor.

#### 7. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, Contractors may be placed on fiscal sanction when OCFS identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, 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 CONTRACT;
- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under this CONTRACT with OCFS.

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or CONTRACT renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a CONTRACT is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest, is paid.

#### 8. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS 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 CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS 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 OCFS, OCFS 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 OCFS's right to terminate this contact as otherwise set forth in the applicable provisions of this CONTRACT.

#### 9. 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 15<sup>th</sup> of each year for the annual period ending March 31<sup>st</sup>, 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://www.ocfs.state.ny.us/main/Forms/Contracts/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, 11<sup>th</sup> Floor  
Albany, New York 12236  
Attn: Consultant Reporting

New York State Department of Civil Service  
Alfred E. Smith Office Building  
8<sup>th</sup> Floor Counsel’s Office  
Albany, New York 12239

**10. IRAN DIVESTMENT ACT**

By entering into this CONTRACT, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such CONTRACT any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this CONTRACT, it must provide the same certification at the time the CONTRACT is renewed or extended. Contractor also agrees that any proposed Assignee of the CONTRACT will be required to certify that it is not on the Prohibited Entities List before OCFS may approve a request for Assignment of CONTRACT.

During the term of the CONTRACT, should OCFS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OCFS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OCFS shall take such action as may be appropriate and provided for by law, rule, or CONTRACT, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OCFS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the CONTRACT, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

**11. ADDITIONAL ASSURANCES**

- a. 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.
- b. 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.

**12. EXECUTIVE ORDER NUMBER 38**

Executive Order Number 38 sets Limits on State-Funded Administrative Costs & Executive Compensation. Contracts, payment requests and reporting must comply with the regulations promulgated pursuant to this Executive Order. The Order can be found at the following website address:  
<https://www.governor.ny.gov/executiveorder/38>

**13. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)**

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in M/WBE Appendix entitled "Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

**14. OUTSIDE COUNSEL**

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, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

**15. BOARD OF DIRECTORS COMPOSITION**

The number of directors constituting the entire Board must not be less than five. The Office of Children and Family Services advises a manageable number of members of the Board of Directors to promote maximum working effectiveness. Of this number, the Office of Children and Family Services recommends that the Board include individuals with experience in, or access to expertise in, legal matters, financial management, real estate knowledge, administrative capability and "consumer" representation.

## B) Program Specific Terms and Conditions

### Multidisciplinary Teams/Child Advocacy Centers (MDT/CACs)

Multidisciplinary Team/Child Advocacy Center Programs must target the following standards. All ten (10) standards must be achieved to be recognized as an approved Child Advocacy Center, as per Social Services Law section 423-a. The five(5) core standards are bolded and must be achieved to receive an/or maintain OCFS grant funding.

1. **Child-Appropriate/Child-Friendly Facility:** The CAC provides a comfortable, private, child-friendly setting(s) that is both physically and psychologically safe for children of all ages. The CAC should be perceived by the community as a neutral site that serves all members of the MDT.
2. **Multidisciplinary Team:** The MDT for response to child abuse allegations must include representation from the following:
  - law enforcement
  - child protective services
  - prosecution (i e., district attorney's office)
  - mental health
  - medical (specifically, a physician or medical provider trained in forensic pediatrics)
  - victim advocacy; and
  - child advocacy center (where a CAC exists)
3. **Organizational Capacity:** A designated legal entity responsible for program and fiscal operations has been established and implements basic sound program, administrative and fiscal practices.
4. **Cultural Competency and Diversity:** The CAC promotes policies, practices and procedures that are culturally competent. Cultural competency is defined as the capacity to function in more than one culture, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community.
5. **Forensic Interviews:** The CAC promotes forensic interviews which are legally sound, are of a neutral, fact-finding nature, and coordinated to avoid duplicative interviewing. The *New York State Children's Justice Task Force Forensic Interviewing Best Practices* is recommended.
6. **Medical Evaluation:** Specialized medical evaluation and treatment services are available to all CAC clients at the CAC or coordinated through an MDT response that provides follow-up referrals and/or treatment as necessary.
7. **Therapeutic Intervention:** Specialized mental health services are made available as part of the MDT response, either at the CAC or through coordination and referral with other treatment providers.
8. **Victim Support/Advocacy:** Victim support and advocacy are made available as part of the MDT response throughout the investigation and prosecution.
9. **Case Review:** Team discussion and information sharing regarding the investigation, case status and services needed by the child and family will occur on a routine basis.
10. **Case Tracking:** CACs must have a system for monitoring case progress and tracking case outcomes for all team members.

Multidisciplinary Team/Child Advocacy Center programs must achieve five core standards and two additional standards, as approved by the OCFS Program Manager, within 24 months of contract approval. All programs are expected to achieve and maintain all 10 standards within five years of approval.

Any leased property supported by OCFS grant funds must be approved by the OCFS Program Manager.

It is also the expectation that any lease or modification(s) to leased property be for a minimum of five years.

The Program Manager will have final decision making responsibility on all allowable and non-allowable costs. The following parameters will apply:

Allowable costs include but are not limited to:

- staffing, fringe benefits
- project equipment and furniture
- computers and appropriate software for the project
- supplies, mailing and printing costs of project related flyers/pamphlets, educational materials
- staff travel costs at the approved State travel rate. State rates are available at the following web address:  
<http://www.osc.state.ny.us/agencies/travel/travel.htm>
- telephone installation and monthly billing
- consultants retained by a formal agreement
- rental/lease of space
- training
- A maximum of 10% federally approved Indirect Cost Rate with appropriate documentation

Non-allowable costs include but are not limited to:

- capital development or acquisition costs such as purchasing buildings and major refurbishing /renovation of buildings,
- supplanting current positions or responsibilities
- out of state travel, unless approved by the OCFS Program Manager
- interest costs, including cost incurred to borrow funds,
- costs of organized fund raising,
- cost for preparation of continuation agreements or contracts and other proposal development costs,
- overtime costs for team members,
- costs for dues, incorporation fees, conferences or meetings unless in connection with the project
- lunch or meals at meetings or training programs.



## 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

2. Title:

Enter Role/Responsibility Below

3. Title:

Enter Role/Responsibility Below

4. Title:

Enter Role/Responsibility Below

5. Title:

Enter Role/Responsibility Below



6. Title:

Enter Role/Responsibility Below

7. Title:

Enter Role/Responsibility Below

8. Title:

Enter Role/Responsibility Below

9. Title:

Enter Role/Responsibility Below

10. Title:

Enter Role/Responsibility Below

11. Title:

Enter Role/Responsibility Below

12. Title:

Enter Role/Responsibility Below

13. Title:

Enter Role/Responsibility Below

14. Title:

Enter Role/Responsibility Below

15. Title:

Enter Role/Responsibility Below

16. Title:

Enter Role/Responsibility Below

17. Title:

Enter Role/Responsibility Below

18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below

## B4. Contractual/Consultant

Item	Local Share	OCFS Funds	Total Costs
Law Enforcement Coordinator Utica Police		\$56,222	\$56,222
Law Enforcement Coordinator Rome Police		\$43,502	\$43,502
Law Enforcement Coordinators OC Sheriff		\$116,026	\$116,026
Child Advocacy Center Administrator OC Sheriff		\$32,649	\$32,649
Case Tracking Specialist (WIB)		\$29,624	\$29,624
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Contractual/Consultant Costs</b>	\$0	\$278,023	\$278,023

Enter Budget Narrative Below:

\* Law Enforcement Coordinator Utica Police - one officer is responsible for facilitating and assisting their respective Police agencies with the policy and procedure of the Child Advocacy Center. Total cost is \$112,443 and this grant will support 50% for their function of Law Enforcement Coordinator.

\* Law Enforcement Coordinator Rome Police - one officer is responsible for facilitating and assisting their respective Police agencies with the policy and procedure of the Child Advocacy Center. Total cost is \$ 87,004 and this grant will support 50% for their function of Law Enforcement Coordinator.

\* Law Enforcement Coordinator Sheriff's Department - two officers are responsible for facilitating and assisting their respective Police agency with the policy and procedure of the Child Advocacy Center. Total cost is \$ 232,052 and this grant will support 50% of each officer for their function of Law Enforcement Coordinators.

\* Child Advocacy Administrator - One officer is responsible for the supervision of the operations at the Child Advocacy Center Total Cost is \$ 65,298 and this grant will support 50% for this function.

\* Case Tracking Specialist - position is part-time and will be responsible for clerical, case tracking and data entry, generating reports, and system development and integrity. \$ 23.73 per hour X 3 days per week or 1,092 hours = \$ 29,624.

These are related to OCFS Standards: Multidisciplinary Team, Organizational Capacity, Forensic Interviewing, Case Review, Case Tracking and victim support.

## B5. Travel

Reimbursement for travel, lodging, and mileage costs must not exceed the State rates in effect at the time the person traveled.

Item	Local Share	OCFS Funds	Total Costs
Mileage & Maintenance		\$3,606	\$3,606
Training		\$6,200	\$6,200
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Travel Costs</b>	\$0	\$9,806	\$9,806

**Enter Budget Narrative Below:**

\* Mileage is based on \$.56 Cents per mile for CAC staff transportation and/or travel to trainings and will also include transportation. Oneida County is over 1,200 square miles.

Training provided to the Child Advocacy Staff.

NYSP Sex Abuse Training Course - Albany Lodging and per diem \$ 500.00 per person for 2 staff members = \$ 1,000  
 NYSP Physical Abuse Training - Albany lodging and per diem \$ 500.00 per person for 2 staff members = \$ 1,000  
 Human Trafficking Training Rochester Seminar lodging and per diem \$ 500.00 per person for 2 staff members = \$ 1,000  
 Bivona Summit in Rochester, training, lodging and per diem \$ 450 per person for 4 staff members = \$1,800  
 Reid Interview School seminar cost, no lodging or travel costs \$500 per person for 2 staff members = \$ 1,000  
 NYSCA Annual membership meeting, Albany Conference, lodging and per diem \$ 200 for 2 staff members = \$400

All relate to OCFS Program Standards CAC/Multidisciplinary Team, Organizational Capacity, Forensic Interviews, and Medical Component by providing essential training in investigations, medical, mental health, administration, victim advocacy, along with national networking and cross-training.

All New York Sate Approved rates and guidelines will be followed and OCFS program manager will approve all training and travel. Reimbursement will not exceed the NYS approved rate.

## B6. Equipment

Item	Local Share	OCFS Funds	Total Costs
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Equipment Costs</b>	\$0	\$0	\$0

Enter Budget Narrative Below:

### B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
Supplies		\$2,275	\$2,275
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Supply Costs</b>	\$0	\$2,275	\$2,275

Enter Budget Narrative Below:

Office supplies are for a full and part time staff of 30+, along with supplies for the Googin Auditorium, and includes pamphlets, copier paper, writing supplies, notepads, general office supplies. Oneida County requires state bid pricing.

Related to OCFS Program Standards: CAC/Multidisciplinary Team, Organizational Capacity.

## B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
Utilities		\$16,341	\$16,341
Medical Insurance for on site medical exams		\$2,500	\$2,500
NCA Re-accreditation & annual fee		\$500	\$500
Phones & Internet		\$2,448	\$2,448
Copier		\$2,088	\$2,088
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Other Expenses</b>	\$0	\$23,877	\$23,877

Enter Budget Narrative Below:

\*Utilities expense is for 10,689 square foot building occupied by the CAC. Expenses include natural gas, water, sewer, electricity, etc.

\*Expansion of medical response requires additional insurance coverage by medical providers. Costs based on 3 providers (1 MD, 2 NPs) x and 7 registered nurses maximum allowance of \$2,500.

\*National Children's Alliance annual fees for the year - \$500

\* Phones & Internet = Total Cost = \$ 204 per month X 12 = \$ 2,448

Copier = Total cost = \$ 174 per month X 12 = \$2,088

All relate to OCFS Program Standards Child Friendly Facility, CAC/Multidisciplinary Team, Forensic Interviews, Organizational Capacity, Medical,



<b>Contractor Name:</b>	Oneida County
<b>Period of Budget:</b>	October 1, 2014 through September 30, 2015
<b>Contract Number:</b>	C026592

**ATTACHMENT 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
<b>A. Personal Services</b>			
1. Project Staff Salaries	\$0	\$0	\$0
2. Fringe Benefits			\$0
3. Total (Lines 1 + 2)	\$0	\$0	\$0
<b>B. Non-Personal Services</b>			
4. Contractual/Consultant	\$0	\$278,023	\$278,023
5. Travel/Per Diem	\$0	\$9,806	\$9,806
6. Equipment	\$0	\$0	\$0
7. Supplies	\$0	\$2,275	\$2,275
8. Other Expenses	\$0	\$23,877	\$23,877
9. Total (Total Lines 4 to 8)	\$0	\$313,981	\$313,981
<b>C. Project Total (Lines 3 + 9)</b>	\$0	\$313,981	\$313,981

<b>Local Match (if required)</b> Use *calculation below
--

\***Local Match Calculation** = % of matching funds (if required in the RFP or contract agreement ) X OCFS grant award.

**Total costs** entered for each budget category above must reflect totals from attached Budget Sections.

**Local Share** refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

**OCFS Funds** are the funds you are requesting through this application.

**Total Cost** refers to the combined Local Share and Grant Funds for this project.

**Budget Narrative:** Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

**Note:** All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

\* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

## Local Share/Match Breakdown

	Source	Amount
A. Cash Donations		
B. In-Kind Donations		
C. Volunteers/Intern		
D. Fees for Service		
E. Unrestricted Cash or Fund Balance		
F. Grants:		
- Other grants supporting this project		
Amount of OCFS Funds		\$313,981
Non-OCFS Funds supporting this project		
<b>Total</b>		<b>\$313,981</b>

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.

# Attachment C Work Plan

**Oneida County Child Advocacy Center**

**Site: 930 York Street**

**Utica, New York 13502**

**Work Plan**

The Oneida County Child Advocacy Center began as a task force in 1989; comprised of area law enforcement personnel and caseworkers from the Oneida County Department of Social Services that have been co-located from the onset. Child sexual abuse was recognized as a unique problem that needed a specialized response. Through the years this concept evolved to form a multidisciplinary team approach to these cases in what today is known as the Oneida County Child Advocacy Center (CAC). The CAC's mission has been enhanced to include joint investigations of serious physical abuse cases and other services to include victim advocacy, on site medical examinations, counseling for child victims and their non-offending family members, and participation on the Oneida County Child fatality Review Team. The CAC is available to respond 24 hours a day, 7 days a week; and, is fully staffed during the weekday business hours of 8.30 am to 4:30 pm. The Child Advocacy Center serviced 1,044 children from October 2011 through September 2012 and serviced 1,137 children from October 2012 through September 2013. Unfortunately, the services provided at the CAC are increasing.

As a tier 1 OCFS CAC, the Oneida County CAC was granted full membership in the National Children's Alliance in 1999. The CAC and its team members are recognized as model agency throughout the state and the country in the fight against child sexual abuse and serious child abuse through the multidisciplinary team approach. The CAC is continually searching for new ways and better methods in carrying out our mission. With the aid of grants and guidance by the New York State Office of Children and Family Services we continue to achieve new heights. The Oneida County CAC is a proud partner, and truly appreciates the vision that the NYSOCFS has held in an effort to combat child abuse and child sexual abuse.

This grant will address several issues now facing the CAC and its team. This Grant funding supports the following staffing positions four (4) Law Enforcement Coordinators from various Police agencies, one (1) Child Advocacy Center Administrator and one (1) Case Tracking Specialist. The Oneida County Child Advocacy Center services two Cities and 59 towns, villages and hamlets.

The Law Enforcement Coordinators (LEC) shall facilitate and assist the Oneida County Child Advocacy Center in their criminal investigation of Multidisciplinary Team (MDT) child abuse cases. The Law Enforcement Coordinators shall be the liaison between Oneida County Child Advocacy Center, the Police Departments, the Department of Social Services and the District Attorney's Office in matters relating to the investigation and prosecution of MDT cases. The LEC shall participate in case review, assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT cases into the computer program.

The Law Enforcement Coordinator is responsible for the following job duties:

- (1) Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
  - Be the contact person for law enforcement agencies with questions about

- proper procedure of MDT cases
  - Assist as necessary and appropriate in the investigation of an MDT case
  - Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT
- (2) Act as a liaison between the Oneida County Children Advocacy Center, the District Attorney's Office, the Department of Social Services, and various law enforcement agencies in matters relating to MDT cases
    - Develop and maintain professional working relationships with all county agencies
    - Confer with police agencies about the status of a criminal investigation of an MDT case
    - Confer with the District Attorney's Office about status of a prosecution of an MDT case
    - Work with partner agencies to resolve issues involving the criminal aspect of an MDT case
  - (3) Attend case review
  - (4) Enter criminal investigation and prosecution data and updates into the computer system
  - (5) Keep current on issues relevant to the job and take part in training opportunities when able
  - (6) Work collaboratively with other Child Advocacy Center staff and MDT members
  - (7) Compile and keep a current list of local police agencies, team members and contact information
  - (8) Perform all duties with sensitivity to the confidential nature of an MDT case.

The Child Advocacy Center Administrator is contracted for the administration, oversight and supervision of all operational aspects of the Child Advocacy Center. The Case Tracking Specialist is contracted to maintain the Child Advocacy Center's records of all reports that are received and the outcome of those investigations once they are completed as well as office operations of the CAC.

Child Advocacy Center will continue to meet the following standards:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers, and the District Attorney's office,
2. Through forensic interviewing, decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Maintain a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

These positions will provide leadership, accountability and an open line of communication between the CAC and all of its' component agencies.

The CAC has a 70 seat training center that has been utilized by a number of agencies, including local and federal law-enforcement, OCFS Regional Office, service providers,

Internet Crimes Against Children, NCMEC, DSS, The Oneida County District Attorney's Office, and for trainings hosted by the CAC on the topic of child abuse.

This grant will enhance and maintain the daily functions needed to run the Oneida County Child Advocacy Center as a whole. The main objective for the program and what makes the Oneida County Child Advocacy Center an asset to the County is that all facets are centrally located in a child friendly site where children and their families receive coordinated services. The Center is home to the multidisciplinary team which provides on-site law-enforcement, Oneida County DSS Caseworkers, victim advocacy, scheduled medical examinations, counseling, preventive support, child fatality review and a state of the art training facility. The grant supports costs for the Law Enforcement Coordinators, Child Advocacy Administrator and one office staff this provides for CAC trained involvement in every case from the beginning; which is the most critical time for individuals who turn to the CAC for help. It is crucial that the victims have investigators that are familiar with the dynamics of sexual abuse, forensic interviewing and the multidisciplinary response. This ensures that they are capable of making informed decisions that positively impact cases, save time, provide consistency in response, and keep children in safe environments. The grant also supports a portion of the Center's training and travel.

# 2014-2015 Performance Targets

*Oneida County Child Advocacy*

*Site location: 930 York Street*

*Utica, New York 13502*

## Performance Target #1

*Monthly scheduled meetings separate from any Case Review Meetings with all Multidisciplinary Team members or a representative of each team member to review the teams, policies, procedures and team issues. All MDT members will identify appropriate representative should they be unavailable at the time of the meeting.*

<u>First Quarter Milestone(s)</u>	Date <u>10/1/14 – 12/31/14</u>	<u>Verification of Milestones</u>
1. All members or representative present at meeting		Meeting attendance sheets
<u>Second Quarter Milestone(s)</u>	Date <u>1/1/15 – 3/31/15</u>	<u>Verification of Milestones</u>
1. All members or representative present at meeting		Meeting attendance sheets
<u>Third Quarter Milestone(s)</u>	Date <u>4/1/15 – 6/30/15</u>	<u>Verification of Milestones</u>
1. All members or representative present at meeting		Meeting attendance sheets
<u>Fourth Quarter Milestone(s)</u>	Date <u>7/1/15 – 9/30/15</u>	<u>Verification of Milestones</u>
1. All members or representative present at meeting		Meeting attendance sheets

**Performance Target #2**

*100% of Child Abuse Cases that are registered with the State Central Registry will have joint involvement from Law enforcement and Child Protective Services when those reports alleged that a crime has been committed by the parent or guardian of the child/children.*

First Quarter Milestone(s)      Date 10/1/14 – 12/31/14      Verification of Milestones

1. Law Enforcement and CPS  
worker assigned to Child Abuse Case      Documented in Case notes

Second Quarter Milestone(s)      Date 1/1/15 – 3/31/15      Verification of Milestones

1. Law Enforcement and CPS  
worker assigned to Child Abuse Case      Documented in Case notes

Third Quarter Milestone(s)      Date 4/1/15 – 6/30/15      Verification of Milestones

1. Law Enforcement and CPS  
worker assigned to Child Abuse Case      Documented in Case notes

Fourth Quarter Milestone(s)      Date 7/1/15 – 9/30/15      Verification of Milestone

1. Law Enforcement and CPS  
worker assigned to Child Abuse Case      Documented in Case notes



**Performance Target #3**

*100% of Multidisciplinary Team or a representative of a team member will be present for scheduled Case Review meetings. All MDT members will identify appropriate representative should they be unavailable at the time of the meeting.*

<u>First Quarter Milestone(s)</u>	<u>Date</u>	<u>10/1/14 – 12/31/14</u>	<u>Verification of Milestones</u>
1. All members or representative present at meeting			Meeting attendance sheets
<u>Second Quarter Milestone(s)</u>	<u>Date</u>	<u>1/1/15 – 3/31/15</u>	
1. All members or representative present at meeting			Meeting attendance sheets
<u>Third Quarter Milestone(s)</u>	<u>Date</u>	<u>4/1/15 – 6/30/15</u>	
1. All members or representative present at meeting			Meeting attendance sheets
<u>Fourth Quarter Milestone(s)</u>	<u>Date</u>	<u>7/1/15 – 9/30/15</u>	
1. All members or representative present at meeting			Meeting attendance sheets

Performance Target #4

*An accurate Baseline will be established as to whether the identified victim's forensic interview was held at the Child Advocacy Center. With a goal of at least 50% of children initially identified as a victim will have forensic interview conducted at the Child Advocacy Center, unless circumstances require the interviews to be held at a different location and the reason for a different location will be documented in the individual case. Circumstances include but are not limited to:*

- *Parent or guardian refuses to allow the child to be transported to the Child Advocacy Center*
- *Department of Social Services does not hold custody, nor can temporary custody be assumed.*
- *The emotional state of the child is such that a delay in interviewing could be damaging to the child,*
- *There are safety issues that could result in further harm to the child*
- *There is a reasonable suspicion that transporting the child to the Child Advocacy Center will result in contamination of the child's statement.*

<u>First Quarter Milestone(s)</u>	<u>Date</u>	<u>10/1/14 – 12/31/14</u>	<u>Verification of Milestones</u>
1. Location of Interview reported			Documented in Case notes Quarterly Report
<u>Second Quarter Milestone(s)</u>	<u>Date</u>	<u>1/1/15 – 3/31/15</u>	
1. Location of Interview reported			Documented in Case notes Quarterly Report
<u>Third Quarter Milestone(s)</u>	<u>Date</u>	<u>4/1/15 – 6/30/15</u>	
1. Location of Interview reported			Documented in Case notes Quarterly Report
<u>Fourth Quarter Milestone(s)</u>	<u>Date</u>	<u>7/1/15 – 9/30/15</u>	
1. Location of Interview reported			Documented in Case notes Quarterly Report

**Problems Encountered/Lessons Learned**

What barriers/challenges did you encounter while working towards the performance targets/program standards? How were they overcome and what would you do differently next time?

**Project Status**

What is the current overall status of your project (staffing pattern, service provision)? Was there a change of status for any of the required members of the multidisciplinary team? What activities have you engaged in to identify other potential community partners that would provide services to victims and their non-offending family members?

**Case Tracking/Data**

Please provide a summary of the number children served by the MDT. This number represents all cases with CPS and/or Law enforcement involvement identifying patterns or trends in the overall data collected for this period, ie. number of medical exams, juvenile cases, etc.

*See attached statistical data form.*

**Community Outreach/Networking**

What benefits did your project provide to the community? Describe any activities and/or events that other community partners contributed to the project.

**Recommendations**

What are your recommendations for adjustments or changes to this project? Indicate any suggestions you have regarding future directions, emerging needs, etc. Describe any program participant/community needs that were unmet and continue to exist.

### Application Cover Page – Agreement

I. Incorporated Agency Name:	Oneida County			
II. Project Title:	Child Advocacy Center			
III. New York State Vendor ID:	1000002595			
IV. Amount of OCFS Funds Requested:	\$313,981.00			
V. Proposed Dates of Project:	October 1, 2014 through September 30, 2015			
VI. Address: (Include Street, City, State, Zip Code)	Mailing	Payment	Site	Agency Record
Oneida County Department of Social Services 800 Park Avenue Utica, New York 13501	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Oneida County Child Advocacy Center 930 York Street Utica, New York 13502			<input checked="" type="checkbox"/>	
VII. Federal Tax Identification Number or Municipality Code:	300100000-000			
VIII. Does the Business Entity have a Data Universal Numbering System (DUNS) Number? If yes, what is the DUNS Number?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		DUNS Number: 075814186	
IX. Is the Business Entity a: (a) For Profit entity; <u>and</u> (b) A New York Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
If yes, please specify the type of entity:	<input type="checkbox"/> Minority Owned Business Enterprise (MBE) <input type="checkbox"/> Women Owned Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> New York State Small Business			
X. Is the Business Entity a: (a) Not-For-Profit entity; <u>and</u> (b) A Minority Community-Based Organization (MCBO)	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
XI. Charities Registration Number: (If exempt, enter reason for exemption)	Exempt, Municipality			
XII. Has the Business Entity filed all required periodic or annual written reports with the Office of the Attorney General's Charities Bureau?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	

<b>XIII. Congressional/Legislative District Information: (If Known)</b>					
Federal Congressional District(s): 24					
State Assembly District(s): 116					
State Senate District(s): 47					
<b>XIV. County:</b>		Oneida County			
<b>XV. Contact Person(s):</b>					
Key Contacts	Name	Address	Telephone & E-Mail Address **	Authorized to Sign Contracts	Authorized to Sign Vouchers
Board Chairperson	Gerald Fiorini	800 Park Avenue Utica, New York 13501	315-798-5900 gfiorini@ocgov.net		
Chief Administrative Officer <sup>1</sup>	County Executive Anthony Picente Jr.	800 Park Avenue Utica, New York 13501	315-798-5800 APicente@ocgov.net	✓	
Contract Contact	Tammy Stoetzner, Dir. of Admin. Services	800 Park Avenue Utica, New York 13501	315-798-5260 TStoetzner@ocgov.net		✓
Chief Fiscal Officer	Commissioner Lucille A. Soldato	800 Park Avenue Utica, New York 13501	315-798-5733 Lsoldato@ocgov.net	✓	
<b>**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.</b>					

<sup>1</sup> 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

# Attachment D

**ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

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

**A. Advance Payment and Recoupment Language (if applicable):**

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of Forty percent (40 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (33.3%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement  
Due date
- Monthly Reimbursement  
Due date
- Biannual Reimbursement  
Due date
- Fee for Service Reimbursement  
Due date

- Rate Based Reimbursement  
Due date
- Fifth Quarter Reimbursement  
Due date
- Milestone/Performance Reimbursement  
Due date/Frequency
- Scheduled Reimbursement  
Due date/Frequency

## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report

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

- Statistical/Quantitative Report

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

- Expenditure Report

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

- Final Report

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

- Consolidated Fiscal Report (CFR)<sup>1</sup>

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

<sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.



**B. Progress-Based Reports**

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until \_\_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_\_ days from the end of the contract.

**C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

**TABLE I – REPORTING SCHEDULE**

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

TABLE II – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE