

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

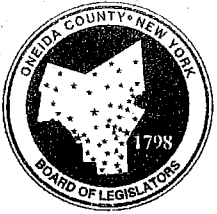
Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION August 10, 2016

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2016-277	Read & Filed	
2016-278	Ways & Means	
2016-279	Ways & Means	
2016-280	Public Safety, Ways & Means	
2016-281	Public Safety, Ways & Means	
2016-282	Public Safety, Ways & Means	
2016-283	Government Operations, Ways & Means	
2016-284	Public Works, Ways & Means	
2016-285	Airport, Ways & Means	
2016-286	Airport, Ways & Means	
2016-287	Health & Human Services, Ways & Means	
2016-288	Health & Human Services, Ways & Means	
2016-289	Health & Human Services, Ways & Means	
2016-290	Health & Human Services, Ways & Means	

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July 18, 2016

FN 20 16-277

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

READ & FILED

Mr. Billard:

The New York State Department of Agriculture & Markets has certified the parcels submitted during the 2016 Open Enrollment Period in Oneida County that the Board of Legislators recommended for inclusion into agricultural districts by way of Resolution No. 167, dated May 11, 2016.

Please file the attached as a "Read & File" docket to read "RE: NYS certification of properties added to agricultural districts during Oneida County's designated Open Enrollment Period, January 2016."

Respectfully,

GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS



Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

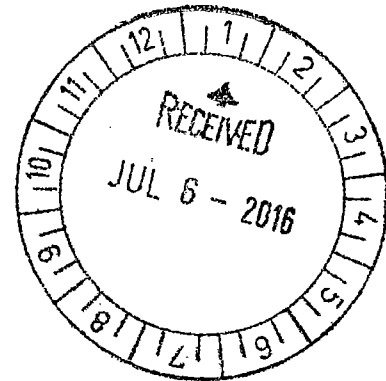
Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

Dear Mr. Billard:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 167 of 2016, a report and plan to modify Oneida County Agricultural Districts No. 2, No. 3, No. 4, No. 5 and No. 6 by including predominantly viable agricultural land into the Districts.

Following review of the plan and its related documents, I hereby certify that the inclusion of predominantly viable agricultural land, as proposed, is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the Districts.

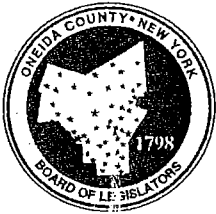
Signed and sealed at the Town of Colonie,
County of Albany, New York,
This 28th day of June, 2016



Sincerely,

Richard A. Ball
Commissioner

cc: Advisory Council on Agriculture
Susan Hoskins, IRIS
Brymer Humphreys, Chair, Oneida County AFPB
Guy Sassaman, Oneida County Dept. of Planning
Marty Broccoli, CCE of Oneida County



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Philip M. Sacco
Minority Leader

May 13, 2016

Mr. John Brennan
NYS Dept. of Agriculture & Markets
10 B Airline Drive
Albany, NY 12235

RE: **Parcels of Land Added to Various Agricultural Districts During Open Enrollment**

Dear Commissioner Ball,

The open enrollment period, pursuant to the amended Agriculture & Markets law this year in Oneida County was designated as January 1 through January 31.

Applicants submitted their applications and the Agricultural and Farmland Protection Board reviewed the submitted applications for the year 2016 on an individual basis and found that 25 land owners, owning 5,854.1 acres be accepted into existing districts and to be in accordance with the qualifications for inclusion within an agricultural district. They presented their findings to the Board of Legislators and subsequently on May 11th, 2016, the Oneida County Board of Legislators passed Resolution No. 167, accepting 5,679.4 acres for inclusion in agriculture districts.

Enclosed is:

- County resolution accepting parcels,
- Listing of parcels with names and tax map numbers, and maps showing each parcel
- Report of the County Planning Department and the Agricultural Farmland Protection Board,
- Minutes of Farmland Protection Board meeting discussing parcels,
- Newspaper Notice of Public Hearing,
- Notice of Open Enrollment Period

Once certification is obtained from the New York State Department of Agriculture and Markets, it is my understanding that the Commissioner will send to this office for our records, evidence of certification that the land shall become part of the districts.

Sincerely,

Cynthia A. DelPiano
Deputy Clerk of the Board

Enclosures

Cc: Oneida County Cooperative Extension, Guy Sassaman, Planning Department, File

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 167

INTRODUCED BY: Mr. Porter, Mr. Leach

2ND BY: Mr. Mandryck

RE: FINAL ADOPTION AND APPROVAL OF THE "OPEN ENROLLMENT" FOR AGRICULTURAL-LAND OWNERS

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

WHEREAS, This year, applications for inclusion in existing Agricultural Districts from 25 landowners owning 5,854.1 acres have been received by the Oneida County Agricultural and Farmland Protection Board for consideration, have been reviewed by said Board, and such applications have been found to be in accordance with the qualifications for inclusion within an Agricultural District, now, therefore, be it hereby

RESOLVED, That the Board of Legislators adopts and approves of the inclusion of 5,854.1 acres to the existing Agricultural Districts as applied for during Oneida County's "Open Enrollment" period, and it is further

RESOLVED, That the Clerk of the Oneida County Board of Legislators be, and hereby is, authorized and directed to submit this Resolution, together with the report of the Oneida County Agricultural and Farmland Protection Board and the tax map identification numbers and tax maps of each parcel of land to be included within an Agricultural District, to the New York State Commissioner of Agriculture and Markets for final approval.

APPROVED: Ways and Means Committee (May 11, 2016)

DATED: May 11, 2016

Adopted by the following vote:


AYES 23 NAYS 0 ABSENT 0

OFFICE, CLERK BOARD OF COUNTY LEGISLATORS)
COUNTY OF ONEIDA) SS:

I, hereby certify that I have compared the foregoing extract from the minutes of meeting of the Board of County Legislators of Oneida County held on the 10th day of February, 2016 with the original record thereof on File in this office and that the same is a true and correct transcript therefrom, and of the whole of such original.

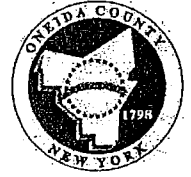
IN TESTIMONY WHEREOF, I have hereunto affixed the seal of
said Board this 13th day of May, 2016




Clerk
MIKALE BILLARD



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Clifford Kitchen ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Brian Mandryck

Present: Brymer Humphreys, Guy Sassaman, Mike Cosgrove, Brian Mandryck, Paul van Lieshout, Paul Snider, Marty Broccoli, Jim Manning and Remi Link.

Guest: Jeremy Earl and Lou Tehan

Meeting was called to order by Humphreys at 1:00 P.M.

Motion to approve March minutes by van Lieshout. Second by Snider. Motion carried.

Open Enrollment: Sassaman presented the Regan application again. All issues of ownership have been resolved. The property is currently being used by a dairy farmer.

Motion to approve the Regan application by Mandryck. Second by Cosgrove. Motion carried.

PUBLIC HEARING

The floor was opened to the public at 1:05 P.M. by Humphreys.

Sassaman briefed the audience on the Open Enrollment applications. 24 applications were previously approved plus the additional Regan application for a total of 25 applications with a total of 5,854.1 acres. There were no questions from the audience. No further discussion.

Motion by Cosgrove to close the public hearing. Second by Mandryck. Motion carried.
The public hearing was closed at 1:20 PM.

District 7 Application: Sassaman presented one new application in the Town of Trenton.

Motion by Cosgrove to approve the Accuri application. Second by Snider. Motion carried.

Assessor's Meeting: A meeting was held on April 28th for the town assessors. Link showed an informational Farmland Protection presentation and answered questions. The meeting was very well received.

Wightman Implementation Application: The Wightman Farm is again seeking an Implementation Grant with Tug Hill Tomorrow as the applicant. They have added additional land and have scored very well. They are seeking support from the Farmland Protection Board. A resolution for support was presented to the board.

Motion to approve the Wightman's request and adopt the resolution by Broccoli. Second by Sassaman. Motion carried.

District 7 Hearing: Link indicated that she has not received any responses from the town clerks within District 7 (Deerfield, Floyd, Marcy, and Trenton) to schedule a public hearing for District 7. The board agreed that the week of June 27th would be a good time to hold the required hearing. Sassaman agreed to contact the Marcy Town Clerk regarding the availability of the town hall that week. The Floyd Town Hall was recommended as a second choice.

Motion by Cosgrove to close the regular meeting. Second by Snider. Motion carried.



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NOTICE

TO: TOWN CLERKS IN THE TOWNS/CITY OF:

AVA	BOONVILLE
WHITESTOWN	WESTERN
MARSHALL	WESTMORELAND
PARIS	SHERRILL
REMSEN	

FROM: ONEIDA COUNTY BOARD OF LEGISLATORS OFFICE

DATE: APRIL 4, 2016

RE: PUBLIC HEARING NOTICE

~~~~~

The enclosed notice is being sent to you as a courtesy since there are properties within your town/city being considered for inclusion into an agricultural district as a result of the "Open Enrollment Period" which was designated as January 1<sup>st</sup> through January 31<sup>st</sup>. A public hearing will be held on Wednesday, May 4<sup>th</sup> at 1:00 PM at Cornell Cooperative Extension, 121 Second Street, Oriskany, NY. Official notices have gone out for publication in the Rome Sentinel and Observer Dispatch and were printed February 13<sup>th</sup>, fulfilling our obligation to do so.

If interested in acquiring more information regarding specific properties, you may contact Guy Sassaman at the Oneida County Planning Department at 798-5910 or you may attend the public hearing on the 24<sup>th</sup>.

STATE OF NEW YORK)  
                                          )ss  
County of Oneida)

                                          Patricia Zehr                                          of the City of Utica, in said  
county, being duly sworn, says she is the Principal Clerk of the Utica Observer-  
Dispatch the Publishers of (Observer-Dispatch), a daily newspaper printed and  
published in the city of Utica, County and State aforesaid, and that an advertisement  
of which the attached is a copy, cut from the columns of said paper has been  
regularly published in said paper on each of the following dates:

4/8/2015  
\_\_\_\_\_  
\_\_\_\_\_

*Patricia Zehr*

Sworn to before me this

8<sup>th</sup> day of April 2016

Theresa B. McShadden

NOTARY PUBLIC ONEIDA CO., N.Y.

THERESA B MCFADDEN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MC6303520  
Qualified in Madison County  
My Commission Expires May 12, 2018

NOTICE OF  
PUBLIC HEARING  
  
AGRICULTURAL  
DISTRICTS OPEN  
ENROLLMENT

NOTICE IS HEREBY GIVEN  
that a public hearing shall be  
held by the Oneida County  
Board of Legislators/Oneida  
County Farmland Protection  
Board on Monday, May 4th,  
2016 at 1:00PM at the  
Cornell Cooperative Extension  
Office in Oriskany, 121  
Second Street, Oriskany, NY.

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

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

All parties of interest and cit-  
izens will be heard by the  
Oneida County Farmland  
Protection Board at the public  
hearing.

ONEIDA COUNTY BOARD  
OF LEGISLATORS

Mikale Billard, Clerk  
MIKALE BILLARD, CLERK

DATED: April 5, 2016  
OD: 4/8/2016



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

|                    |  |                  |  |
|--------------------|--|------------------|--|
| 4/8/16             |  | TERMS OF PAYMENT |  |
| \$24.90            |  | * See Below      |  |
| CURRENT AMOUNT DUE |  | DAYS             |  |

**ADVERTISING INVOICE and STATEMENT**

|                           |        |                           |                                                                             |                                                              |
|---------------------------|--------|---------------------------|-----------------------------------------------------------------------------|--------------------------------------------------------------|
| DATE                      | 4/8/16 | CUSTOMER NAME AND ADDRESS | County of Oneida<br>Board of Legislators<br>800 Park Ave<br>Utica, NY 13501 | ROME SENTINEL COMPANY<br>P.O. BOX 471<br>ROME, NY 13442-0471 |
| ADVERTISER ACCOUNT NUMBER | 1283   |                           |                                                                             |                                                              |
| ADVERTISER CREDIT NUMBER  | 1283   |                           |                                                                             |                                                              |

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |                           |        |                          |  |             |       |            |      |       |       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------------------|--------|--------------------------|--|-------------|-------|------------|------|-------|-------|
| DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 4/8/16 | ADVERTISER ACCOUNT NUMBER | 307547 | ADVERTISER CREDIT NUMBER |  | DESCRIPTION | 60 Li | UNIT PRICE | .415 | TOTAL | 24.90 |
| <p><b>Ad Published in the Daily Sentinel</b></p> <p>Legal Notice<br/>Agricultural Dist. Open Enrollment</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |                           |        |                          |  |             |       |            |      |       |       |
| <p>LEGAL NOTICE<br/>NOTICE OF PUBLIC HEARING<br/>AGRICULTURAL DISTRICTS OPEN ENROLLMENT</p> <p>NOTICE IS HEREBY GIVEN, that a public hearing shall be held by the Oneida County Board of Legislators/Oneida County Farmland Protection Board on Monday, May 4th, 2016 at 1:00 PM at the Corneil Cooperative Extension Office in Oriskany, 121 Second Street, Oriskany, NY.</p> <p>Said public hearing is being held to consider applications submitted by landowners during the Open Enrollment period January 1-January 31 in compliance with Section 303(b) of the Agriculture and Markets Law for inclusion of viable agricultural land in an Agricultural District prior to its sanctioned review period.</p> <p>Proposed recommendations of the Oneida County Farmland Protection Board may be examined in the Oneida County Planning Department at the Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501.</p> <p>All parties of interest and citizens will be heard by the Oneida County Farmland Protection Board at the public hearing.</p> <p>ONEIDA COUNTY BOARD OF LEGISLATORS<br/>         Mikale Billard, Clerk<br/>         MIKALE BILLARD, CLERK<br/>         DATED: April 5, 2016<br/>         4/5-16</p> |        |                           |        |                          |  |             |       |            |      |       |       |

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

|                    |  |         |  |              |  |                  |         |
|--------------------|--|---------|--|--------------|--|------------------|---------|
| CURRENT AMOUNT DUE |  | 30 DAYS |  | OVER 30 DAYS |  | TOTAL AMOUNT DUE | \$24.90 |
|--------------------|--|---------|--|--------------|--|------------------|---------|

PUBLISHER OF THE  
**ROME SENTINEL COMPANY**

**DAILY SENTINEL • SUNDAY SENTINEL  
 PRIMETIME • ATTRACTIONS**

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

|                          |  |                          |  |                          |  |                          |  |
|--------------------------|--|--------------------------|--|--------------------------|--|--------------------------|--|
| ADVERTISER CREDIT NUMBER |  | ADVERTISER CREDIT NUMBER |  | ADVERTISER CREDIT NUMBER |  | ADVERTISER CREDIT NUMBER |  |
|--------------------------|--|--------------------------|--|--------------------------|--|--------------------------|--|



## ONEIDA COUNTY BOARD OF LEGISLATORS

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George Joseph  
Majority Leader

Phillip M. Sacco  
Minority Leader

May 6, 2016

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

Honorable Members:

The Oneida County Board of Legislators designated January 1 through January 31, 2016 as "Open Enrollment" for farm-land owners in Oneida County, pursuant to an amendment by New York State to the Agriculture and Markets Law. This "open enrollment" period allowed the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of a district.

I have received the attached documentation after the Oneida County Agricultural and Farmland Protection Board's review found 24 landowners owning 5,670.4 acres to be in accordance with the qualifications for inclusion within an agricultural district.

I hereby submit the attached packet of information for final approval of the "Open Enrollment" period and respectfully request that this be considered by committee, and subsequently by the full Board at the meeting of **May 11, 2016** thereafter being submitted to the State for final approval.

Respectfully submitted,

GERALD J. FIORINI,  
CHAIRMAN OF THE BOARD



GJF:cd  
attachments



# ONEIDA COUNTY FARMLAND PROTECTION BOARD

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Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Clifford Kitchen ♦ Andy Gale ♦ Paul Snider  
Paul van Lieshout ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Brian Mandryck

## ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT OPEN ENROLLMENT ADDITIONS TO EXISTING AGRICULTURAL DISTRICTS APRIL 2016

### I. INTRODUCTION

Oneida County established January 1, 2016 – January 31, 2016 as the Open Enrollment Period for Agricultural Districts. A public hearing was held on May 4, 2016. This report reflects the recommendations of the Oneida County Farmland Protection Board.

### II. DISCUSSION

A total of 25 landowners, owning 5,854.1 acres of farmland, expressed a desire to be within an agricultural district by submitting an Agricultural District Enrollment Form to the Agricultural and Farmland Protection Board. These landowners, together with the specific parcels and acreages to be enrolled in the modified district, are shown on the attached list. In addition to the new properties added, there were several instances where property changed ownership and the new owner decided to re-enroll the properties into the agricultural district. There were also a few instances where parcel boundaries changed due to subdivisions. Individual parcel maps were created for the parcels previously not within an agricultural district. Maps were also created for those parcels where changes in ownership occurred and also where parcel boundaries changed. All of the maps are included in the package of materials.

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

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

### IV. RECOMMENDATION

The Oneida County Agricultural and Farmland Protection Board recommend that the 25 landowners and 5,854.1 acres of farmland shown on the attached list be incorporated into the existing, corresponding agricultural districts. It is further recommended that the Oneida County Board of Legislators forward the list of properties and landowners to the NYS Commissioner of Agriculture and Markets for approval and certification.

\* These figures include properties currently enrolled in agricultural districts where there was a change in ownership or a change in parcel boundaries. Without these properties the total number of acres added is 3297.4.

Oneida County Farmland Protection Board \* C/O Cornell Cooperative Extension  
121 Second Street \* Oriskany, New York \* 13424 \* (315) 736-3394

617.20  
Appendix B  
Short Environmental Assessment Form

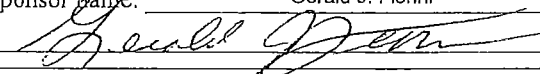
**Instructions for Completing**

**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.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                          |                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Part 1 - Project and Sponsor Information</b>                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                          |                                                                              |
| Name of Action or Project:<br>2016 Open Enrollment for New York State Agricultural Districts in Oneida County                                                                                                                                                                                                                                                                                                                                     |  |                                                          |                                                                              |
| Project Location (describe, and attach a location map):<br>Multiple towns throughout Oneida County.                                                                                                                                                                                                                                                                                                                                               |  |                                                          |                                                                              |
| Brief Description of Proposed Action:<br>The addition of multiple properties to various existing NYS Agricultural Districts within Oneida County as a result of the annual Open Enrollment period established for Oneida County.                                                                                                                                                                                                                  |  |                                                          |                                                                              |
| Name of Applicant or Sponsor:<br>Oneida County Board of Legislators                                                                                                                                                                                                                                                                                                                                                                               |  | Telephone: (315) 798-5900<br>E-Mail: cdelpiano@ocgov.net |                                                                              |
| Address:<br>800 Park Avenue                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                          |                                                                              |
| City/PO:<br>Utica                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | State:<br>NY                                             | Zip Code:<br>13501                                                           |
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?<br>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<br><input type="checkbox"/><br>YES<br><input checked="" type="checkbox"/> |
| 2. Does the proposed action require a permit, approval or funding from any other governmental Agency?<br>If Yes, list agency(s) name and permit or approval:<br>New York State Department of Agriculture and Markets                                                                                                                                                                                                                              |  |                                                          | NO<br><input type="checkbox"/><br>YES<br><input checked="" type="checkbox"/> |
| 3.a. Total acreage of the site of the proposed action?                                                                                                                                                                                                                                                                                                                                                                                            |  | 5,854.7 acres                                            |                                                                              |
| b. Total acreage to be physically disturbed?                                                                                                                                                                                                                                                                                                                                                                                                      |  | _____ acres                                              |                                                                              |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?                                                                                                                                                                                                                                                                                                                            |  | _____ acres                                              |                                                                              |
| 4. Check all land uses that occur on, adjoining and near the proposed action.                                                                                                                                                                                                                                                                                                                                                                     |  |                                                          |                                                                              |
| <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)<br><input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____<br><input type="checkbox"/> Parkland |  |                                                          |                                                                              |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                     |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| 5. Is the proposed action,<br>a. A permitted use under the zoning regulations?                                                                                                                                                                                                                                                                                                                                                                     | NO                       | YES                                 | N/A                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b. Consistent with the adopted comprehensive plan?                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?                                                                                                                                                                                                                                                                                                                                    |                          | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?<br>If Yes, identify: _____                                                                                                                                                                                                                                                                                                        |                          | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels?                                                                                                                                                                                                                                                                                                                                                   |                          | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b. Are public transportation service(s) available at or near the site of the proposed action?                                                                                                                                                                                                                                                                                                                                                      |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?                                                                                                                                                                                                                                                                                                                                           |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 9. Does the proposed action meet or exceed the state energy code requirements?<br>If the proposed action will exceed requirements, describe design features and technologies:<br>N/A                                                                                                                                                                                                                                                               |                          | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 10. Will the proposed action connect to an existing public/private water supply?<br>If No, describe method for providing potable water: _____<br>N/A                                                                                                                                                                                                                                                                                               |                          | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 11. Will the proposed action connect to existing wastewater utilities?<br>If No, describe method for providing wastewater treatment: _____<br>N/A                                                                                                                                                                                                                                                                                                  |                          | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?<br>b. Is the proposed action located in an archeological sensitive area?                                                                                                                                                                                                                                                      |                          | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?<br>b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?<br>If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____                                              |                          | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:<br><input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional<br><input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban |                          |                                     |                                     |
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?                                                                                                                                                                                                                                                                             |                          | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 16. Is the project site located in the 100 year flood plain?                                                                                                                                                                                                                                                                                                                                                                                       |                          | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources?<br>If Yes,<br>a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES<br>b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?<br>If Yes, briefly describe: _____<br>_____                                                       |                          | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <input type="checkbox"/>            | <input type="checkbox"/>            |

|                                                                                                                                                                                                                              |                                     |                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 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)?<br>If Yes, explain purpose and size: _____<br>_____ | 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?<br>If Yes, describe: _____<br>_____                                               | 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?<br>If Yes, describe: _____<br>_____                                             | 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>Gerald J. Fiorini</u> Date: <u>May 11, 2016</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.                                                             |
| Oneida County Board of Legislators                                          | May 11, 2016                                                                                                                                                                                                                                                                 |
| _____<br>Name of Lead Agency                                                | _____<br>Date                                                                                                                                                                                                                                                                |
| Gerald J. Fiorini                                                           | Chairman                                                                                                                                                                                                                                                                     |
| _____<br>Print or Type Name of Responsible Officer in Lead Agency           | _____<br>Title of Responsible Officer                                                                                                                                                                                                                                        |
| <i>Gerald J. Fiorini</i><br>Signature of Responsible Officer in Lead Agency | <i>John R. Kent, Jr.</i><br>Signature of Preparer (if different from Responsible Officer)                                                                                                                                                                                    |

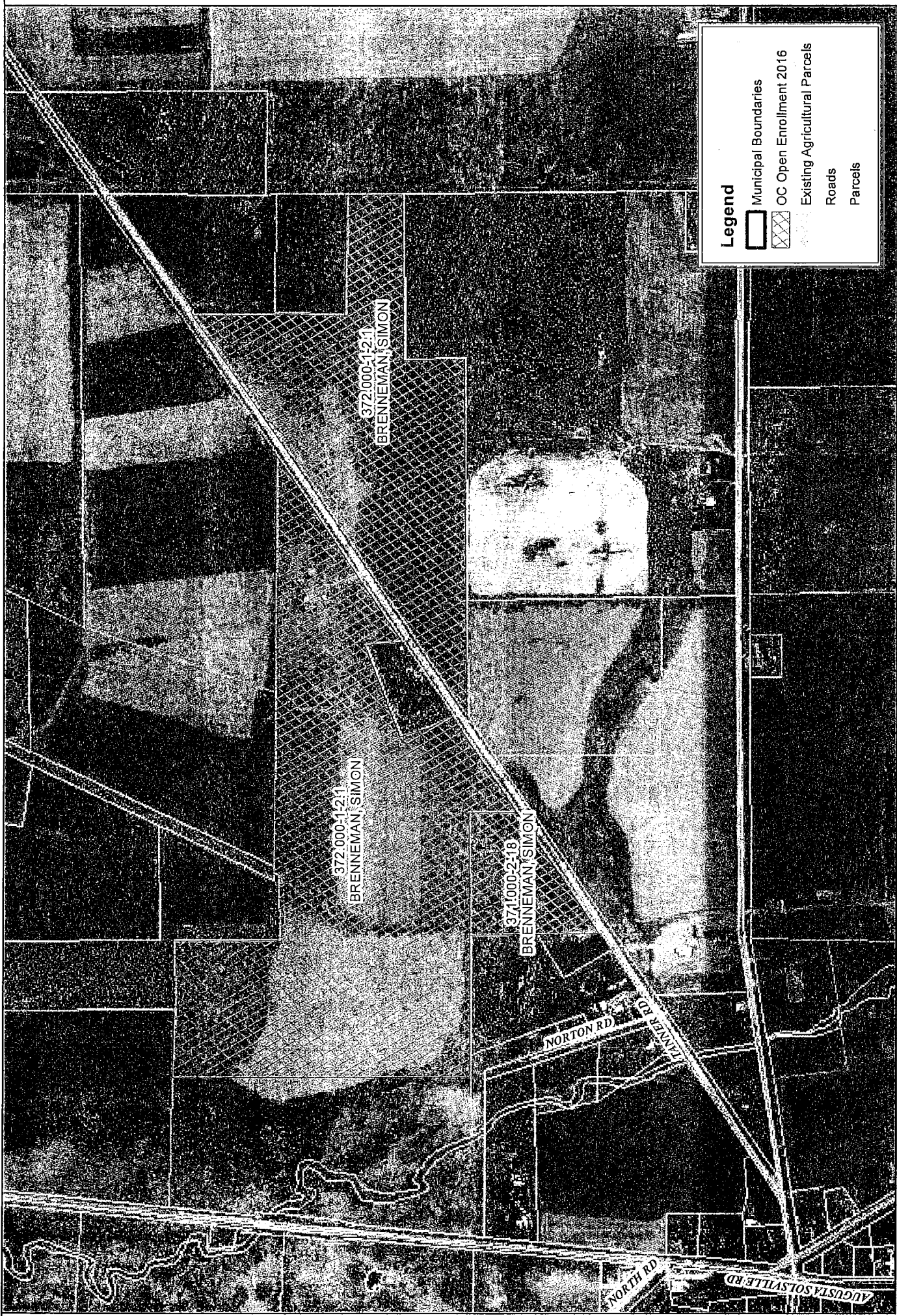
**PRINT**

2016 OPEN ENROLLMENT ONEIDA COUNTY NYS AGRICULTURAL DISTRICTS

| PARCEL ID#     | MUNICIPALITY | OWNER                      | DISTRICT | ACRES | COMMENT     |
|----------------|--------------|----------------------------|----------|-------|-------------|
| 159.000-4-13   | STEUBEN      | BYLER, JOHN J.             | 3        | 0.6   | OE NEW 2016 |
| 159.000-4-14   | STEUBEN      | BYLER, JOHN J.             | 3        | 87.4  | OE NEW 2016 |
| 159.000-4-14   | STEUBEN      | BYLER, JOHN J.             | 3        | 1.2   | OE NEW 2016 |
| 175.000-1-6.1  | STEUBEN      | BYLER, LESTER B.           | 3        | 1.7   | OE NEW 2016 |
| 175.000-1-6.1  | STEUBEN      | BYLER, LESTER B.           | 3        | 4.9   | OE NEW 2016 |
| 175.000-1-6.1  | STEUBEN      | BYLER, LESTER B.           | 3        | 0.1   | OE NEW 2016 |
| 291.000-1-17   | WHITESTOWN   | DINITTO, ANTHONY           | 5        | 54.9  | OE NEW 2016 |
| 276.000-2-10   | WHITESTOWN   | DINITTO, ANTHONY           | 5        | 117.1 | OE NEW 2016 |
| 276.000-2-9    | WHITESTOWN   | DINITTO, ANTHONY           | 5        | 43.9  | OE NEW 2016 |
| 276.000-2-8    | WHITESTOWN   | DINITTO, ANTHONY           | 5        | 1.9   | OE NEW 2016 |
| 276.000-2-8    | WHITESTOWN   | DINITTO, ANTHONY           | 5        | 72.8  | OE NEW 2016 |
| 276.000-2-5.1  | WHITESTOWN   | DINITTO, ANTHONY           | 5        | 17.0  | OE NEW 2016 |
| 276.000-2-5.1  | WHITESTOWN   | DINITTO, ANTHONY           | 5        | 1.6   | OE NEW 2016 |
| 190.000-3-8.1  | WESTERN      | SCHALLENBERG, DOUGLAS      | 2        | 48.1  | OE NEW 2016 |
| 190.000-3-8.1  | WESTERN      | SCHALLENBERG, DOUGLAS      | 2        | 5.5   | OE NEW 2016 |
| 303.000-2-22   | WHITESTOWN   | BURROWS, FREDERICK R.      | 5        | 2.1   | OE NEW 2016 |
| 303.000-3-20   | WHITESTOWN   | BURROWS, FREDERICK R.      | 5        | 20.0  | OE NEW 2016 |
| 303.000-3-21   | WHITESTOWN   | BURROWS, FREDERICK R.      | 5        | 10.8  | OE NEW 2016 |
| 303.000-2-22   | WHITESTOWN   | BURROWS, FREDERICK R.      | 5        | 19.0  | OE NEW 2016 |
| 303.000-3-24   | WHITESTOWN   | BURROWS, FREDERICK R.      | 5        | 6.7   | OE NEW 2016 |
| 304.000-1-75.1 | WHITESTOWN   | BURROWS, FREDERICK R.      | 5        | 98.4  | OE NEW 2016 |
| 79.000-1-29    | AVA          | HALPIN, JESSICA & B MALLAK | 2        | 155.0 | OE NEW 2016 |
| 33.000-1-17.5  | BOONVILLE    | HALL, DEBORAH J            | 3        | 43.6  | OE NEW 2016 |
| 334.000-1-27   | VERNON       | LENHART, STEVEN            | 4        | 7.6   | OE NEW 2016 |
| 372.000-2-10.1 | MARSHALL     | WAY, MARGARET              | 6        | 148.0 | OE NEW 2016 |
| 372.000-2-10.1 | MARSHALL     | WAY, MARGARET              | 6        | 23.3  | OE NEW 2016 |
| 386.000-2-16.1 | PARIS        | SCHLACPFER, OTTO           | 6        | 68.8  | OE NEW 2016 |
| 386.001-1-13.2 | PARIS        | SCHLACPFER, OTTO           | 6        | 9.4   | OE NEW 2016 |
| 386.001-1-10.2 | PARIS        | SCHLACPFER, OTTO           | 6        | 8.2   | OE NEW 2016 |
| 386.001-1-10.2 | PARIS        | SCHLACPFER, OTTO           | 6        | 0.1   | OE NEW 2016 |
| 386.000-2-33.1 | PARIS        | SCHLACPFER, OTTO           | 6        | 12.8  | OE NEW 2016 |
| 386.000-2-33.1 | PARIS        | SCHLACPFER, OTTO           | 6        | 65.8  | OE NEW 2016 |
| 386.000-2-35   | PARIS        | SCHLACPFER, OTTO           | 6        | 50.4  | OE NEW 2016 |
| 386.000-2-39.4 | PARIS        | SCHLACPFER, OTTO           | 6        | 59.3  | OE NEW 2016 |
| 386.000-2-36   | PARIS        | SCHLACPFER, OTTO           | 6        | 54.0  | OE NEW 2016 |
| 377.000-1-43.1 | PARIS        | SCHLACPFER, OTTO           | 6        | 5.2   | OE NEW 2016 |
| 377.000-1-43.1 | PARIS        | SCHLACPFER, OTTO           | 6        | 2.7   | OE NEW 2016 |
| 377.000-1-52.1 | PARIS        | SCHLACPFER, OTTO           | 6        | 47.3  | OE NEW 2016 |

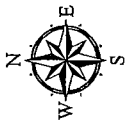
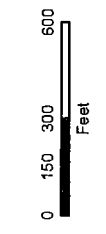
| PARCEL ID#     | MUNICIPALITY | OWNER                      | DISTRICT | ACRES | COMMENT            |
|----------------|--------------|----------------------------|----------|-------|--------------------|
| 176.000-3-24   | STEUBEN      | BYLER, ALLEN A             | 3        | 2.1   | NEW OWNER 2016     |
| 176.000-3-24   | STEUBEN      | BYLER, ALLEN A             | 3        | 18.4  | NEW OWNER 2016     |
| 116.000-1-28   | WESTERN      | DTT REALTY, FINNDALE FARMS | 2        | 195.7 | NEW OE 2016 ADD TO |
| 136.000-1-1    | WESTERN      | DTT REALTY, FINNDALE FARMS | 2        | 116.8 | NEW OE 2016 ADD TO |
| 136.000-1-26.3 | WESTERN      | DTT REALTY, FINNDALE FARMS | 2        | 45.9  | NEW OE 2016 ADD TO |
| 136.000-1-27.1 | WESTERN      | DTT REALTY, FINNDALE FARMS | 2        | 152.5 | NEW OE 2016 ADD TO |
| 158.000-1-11.1 | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 9.4   | ALREADY IN, DATA   |
| 158.000-1-13.1 | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 89.2  | NEW OE 2016 ADD TO |
| 158.000-1-14.1 | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 48.3  | ALREADY IN, DATA   |
| 158.000-1-15   | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 51.1  | ALREADY IN, DATA   |
| 158.000-1-22   | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 59.7  | ALREADY IN, DATA   |
| 158.000-1-28.6 | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 101.5 | ALREADY IN, DATA   |
| 158.000-1-3    | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 10.3  | ALREADY IN, DATA   |
| 158.000-1-3    | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 134.4 | ALREADY IN, DATA   |
| 158.000-1-34   | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 140.3 | ALREADY IN, DATA   |
| 158.000-1-4    | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 187.5 | ALREADY IN, DATA   |
| 158.000-1-7    | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 41.5  | ALREADY IN, DATA   |
| 175.000-2-28.1 | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 26.1  | ALREADY IN, DATA   |
| 176.000-3-10.1 | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 32.6  | ALREADY IN, DATA   |
| 176.000-3-10.1 | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 47.3  | ALREADY IN, DATA   |
| 176.000-3-10.1 | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 86.8  | ALREADY IN, DATA   |
| 176.000-3-13   | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 47.8  | ALREADY IN, DATA   |
| 176.000-3-19   | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 23.7  | ALREADY IN, DATA   |
| 176.000-3-19   | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 104.7 | ALREADY IN, DATA   |
| 176.000-3-22   | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 2.7   | ALREADY IN, DATA   |
| 176.000-3-22   | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 17.7  | ALREADY IN, DATA   |
| 176.000-3-31   | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 33.1  | ALREADY IN, DATA   |
| 176.000-3-5.2  | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 70.2  | ALREADY IN, DATA   |
| 176.000-3-8    | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 42.3  | ALREADY IN, DATA   |
| 176.000-3-8    | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 70.8  | ALREADY IN, DATA   |
| 176.000-3-8    | STEUBEN      | DTT REALTY, FINNDALE FARMS | 3        | 53.8  | ALREADY IN, DATA   |
| 176.000-3-18.4 | STEUBEN      | DWYER, LISA A. & MICHAEL   | 3        | 51.4  | NEW 2016           |
| 368.000-2-31.1 | PARIS        | KEIDA, CHRISTOPHER         | 6        | 62.2  | NEW OWNER 2016     |
| 368.000-2-31.1 | PARIS        | KEIDA, CHRISTOPHER         | 6        | 48.4  | NEW OWNER 2016     |
| 63.000-1-4.1   | AVA          | MILL CREEK CATTLE CO. LLC  | 3        | 77.9  | NEW OPEN ENROLL    |
| 63.000-1-4.2   | AVA          | MILL CREEK CATTLE CO. LLC  | 3        | 11.6  | NEW OPEN ENROLL    |
| 45.000-1-24    | AVA          | MILL CREEK CATTLE CO. LLC  | 3        | 56.1  | NEW OPEN ENROLL    |
| 31.000-1-7     | AVA          | MILL CREEK CATTLE CO. LLC  | 3        | 196.5 | NEW OPEN ENROLL    |
| 63.000-2-2.1   | BOONVILLE    | MILL CREEK CATTLE CO. LLC  | 3        | 298.0 | NEW OPEN ENROLL    |
| 46.000-1-3.3   | BOONVILLE    | MILL CREEK CATTLE CO. LLC  | 3        | 31.1  | NEW OPEN ENROLL    |

| PARCEL ID#     | MUNICIPALITY | OWNER                      | DISTRICT | ACRES  | COMMENT         |
|----------------|--------------|----------------------------|----------|--------|-----------------|
| 46.000-1-1     | BOONVILLE    | MILL CREEK CATTLE CO. LLC  | 3        | 112.5  | NEW OPEN ENROLL |
| 32.000-1-56    | BOONVILLE    | MILL CREEK CATTLE CO. LLC  | 3        | 127.1  | NEW OPEN ENROLL |
| 21.000-1-27.4  | BOONVILLE    | RYAN, ROBERTA A            | 3        | 46.5   | NEW OE 2016     |
| 33.000-1-25.4  | BOONVILLE    | VERSCHEIDER, MARK          | 3        | 18.1   | NEW OE 2016     |
| 175.000-2-17   | STEBEN       | ANKEN, CHRISTINA & MAYNARD | 3        | 129.6  | ALREADY IN,     |
| 175.000-2-17   | STEBEN       | ANKEN, CHRISTINA & MAYNARD | 3        | 37.9   | ALREADY IN,     |
| 369.000-1-6.2  | PARIS        | RONALD McDONALD CHILDREN   | 6        | 15.6   | CURRENT         |
| 353.000-1-19   | AUGUSTA      | BURNS BROTHERS             | 4        | 44.6   | ALREADY IN,     |
| 353.000-1-17   | AUGUSTA      | BURNS BROTHERS             | 4        | 85.0   | ALREADY IN,     |
| 353.000-1-17   | AUGUSTA      | BURNS BROTHERS             | 4        | 11.6   | ALREADY IN,     |
| 353.000-1-20.1 | AUGUSTA      | BURNS BROTHERS             | 4        | 53.2   | ALREADY IN,     |
| 353.000-1-26   | AUGUSTA      | BURNS BROTHERS             | 4        | 0.8    | NEW 2016        |
| 353.000-1-20.2 | AUGUSTA      | BURNS BROTHERS             | 4        | 15.3   | ALREADY IN,     |
| 372.000-1-2.1  | AUGUSTA      | BRENNEMAN, SIMON           | 4        | 31.0   | NEW OWNER       |
| 372.000-1-2.1  | AUGUSTA      | BRENNEMAN, SIMON           | 4        | 55.3   | NEW OWNER       |
| 371.000-2-18   | AUGUSTA      | BRENNEMAN, SIMON           | 4        | 5.7    | NEW OWNERSHIP   |
| 362.000-1-37.2 | AUGUSTA      | FLEMING, CRAIG             | 4        | 34.5   | ALREADY IN      |
| 362.000-1-3.1  | AUGUSTA      | FLEMING, CRAIG             | 4        | 1.6    | ALREADY IN      |
| 362.000-1-3.1  | AUGUSTA      | FLEMING, CRAIG             | 4        | 24.0   | ALREADY IN      |
| 362.000-1-3.1  | AUGUSTA      | FLEMING, CRAIG             | 4        | 68.0   | ALREADY IN      |
| 353.000-2-19   | AUGUSTA      | FLEMING, CRAIG             | 4        | 29.6   | ALREADY IN      |
| 353.000-2-19   | AUGUSTA      | FLEMING, CRAIG             | 4        | 42.7   | ALREADY IN      |
| 353.000-1-12.2 | AUGUSTA      | FLEMING, CRAIG             | 4        | 27.7   | ALREADY IN      |
| 353.000-1-12.2 | AUGUSTA      | FLEMING, CRAIG             | 4        | 89.7   | ALREADY IN      |
| 352.000-1-1.1  | AUGUSTA      | SHETTLER, MAHLON           | 4        | 11.5   | OWNER CHANGE OE |
| 160.000-2-1.3  | REMSEN       | JUDYCKI, WILLIAM           | 3        | 71.7   | NEW OE 2016     |
| 322.020-1-4    | SHERILL      | QUJET VALLEY LLC           | 4        | 124.8  | NEW OE 2016     |
| 352.000-1-6.1  | AUGUSTA      | BURNS BROTHERS             | 4        | 6.9    | NEW 2016        |
| 352.000-1-6.1  | AUGUSTA      | BURNS BROTHERS             | 4        | 5.6    | NEW 2016        |
| 352.000-1-3.4  | AUGUSTA      | SHEPHER, MAHLON            | 4        | 67.5   | NEW OE 2016     |
| 288.000-2-66.4 | WESTMORELAND | REGAN, RICHARD             | 5        | 183.7  | NEW OE 2016     |
|                |              | TOTAL                      |          |        |                 |
|                |              | ACRES                      |          | 5854.1 |                 |



**BRENNEMAN, SIMON**  
 Augusta  
 92.1 acres

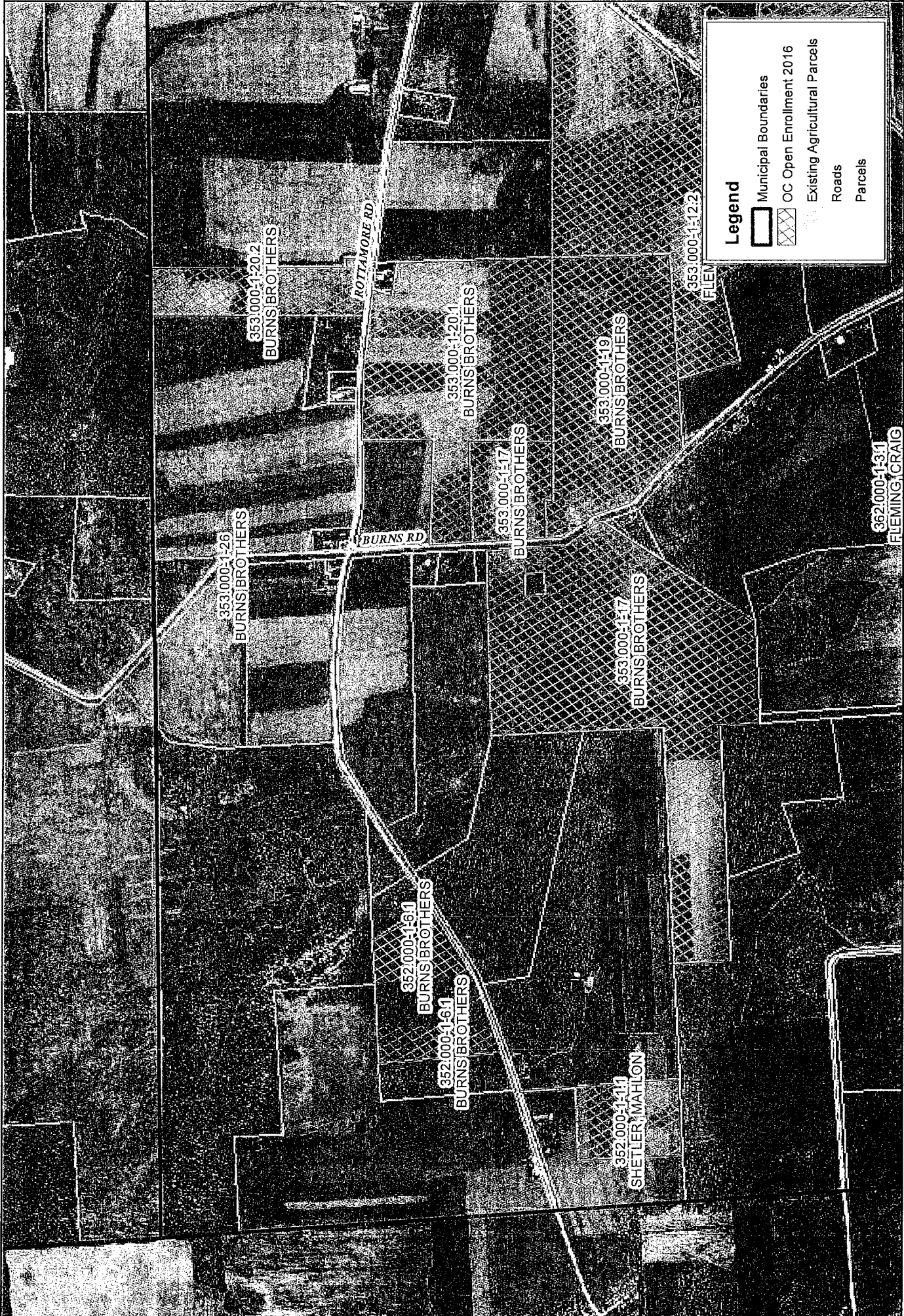
**Agricultural District  
 Open Enrollment**  
 Oneida County  
 2016



**Legend**

- Municipal Boundaries
- OC Open Enrollment 2016
- Existing Agricultural Parcels
- Roads
- Parcels

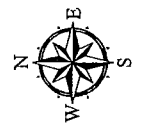
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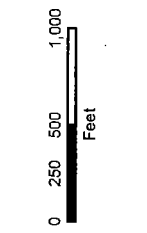
**Legend**

- Municipal Boundaries
- OC Open Enrollment 2016
- Existing Agricultural Parcels
- Roads
- Parcels

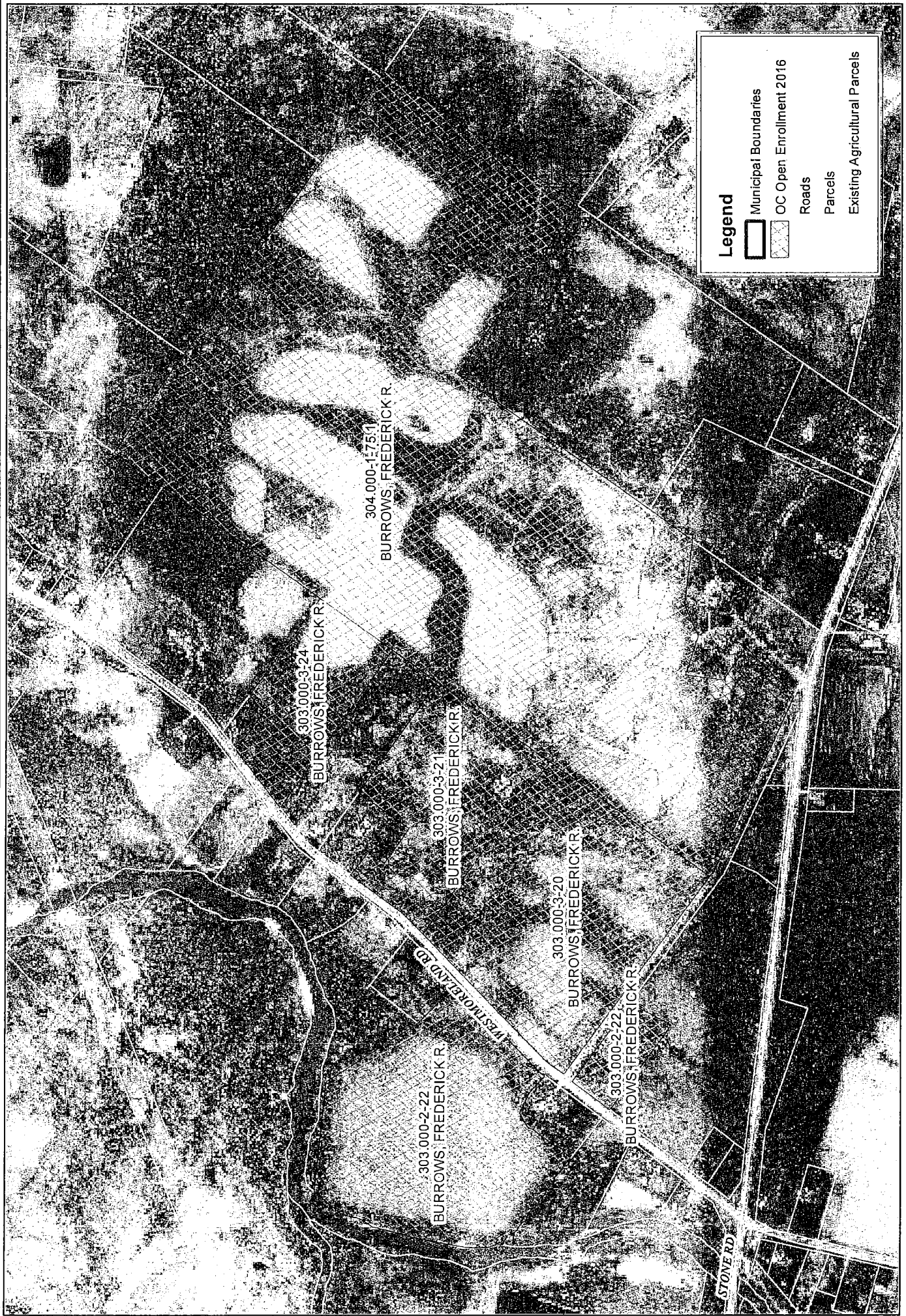
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**Agricultural District  
Open Enrollment**  
Oneida County  
2016



**BURNS BROTHERS**  
Augusta  
222.8 acres

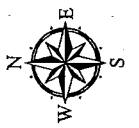
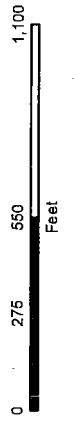


**Legend**

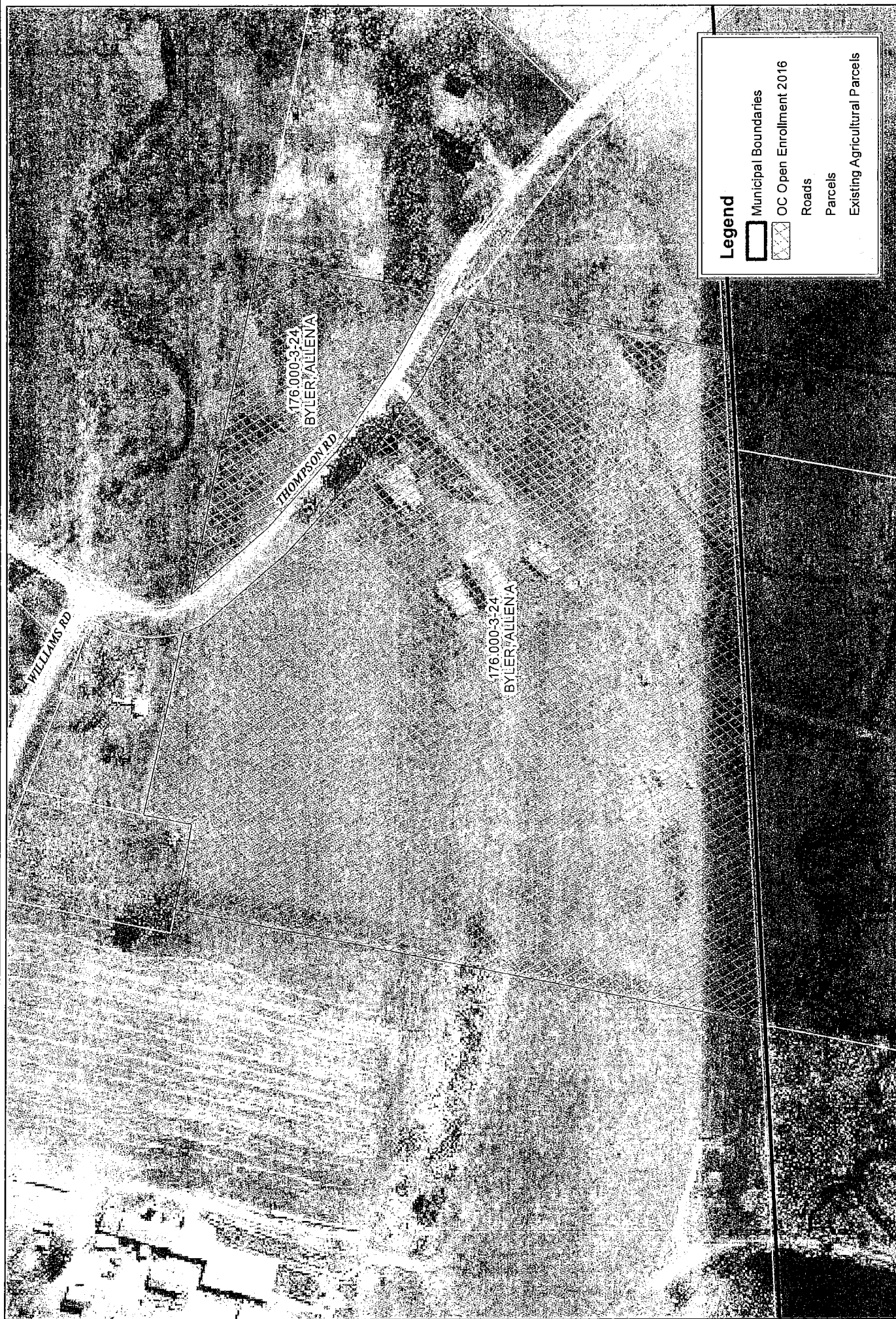
-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Roads
-  Existing Agricultural Parcels

**BURROWS, FREDERICK R.**  
**WHITESTOWN**  
 157.1 acres






**Agricultural District**  
**Open Enrollment**  
 Oneida County  
 2016



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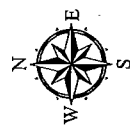
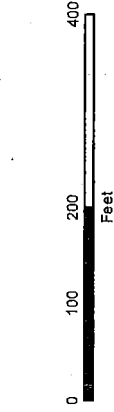


**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Roads
-  Parcels
-  Existing Agricultural Parcels

**Agricultural District  
Open Enrollment**  
Oneida County  
2016

**BYLER, ALLENA  
STEUBEN**  
20.5 acres

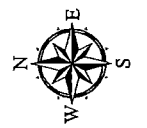


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





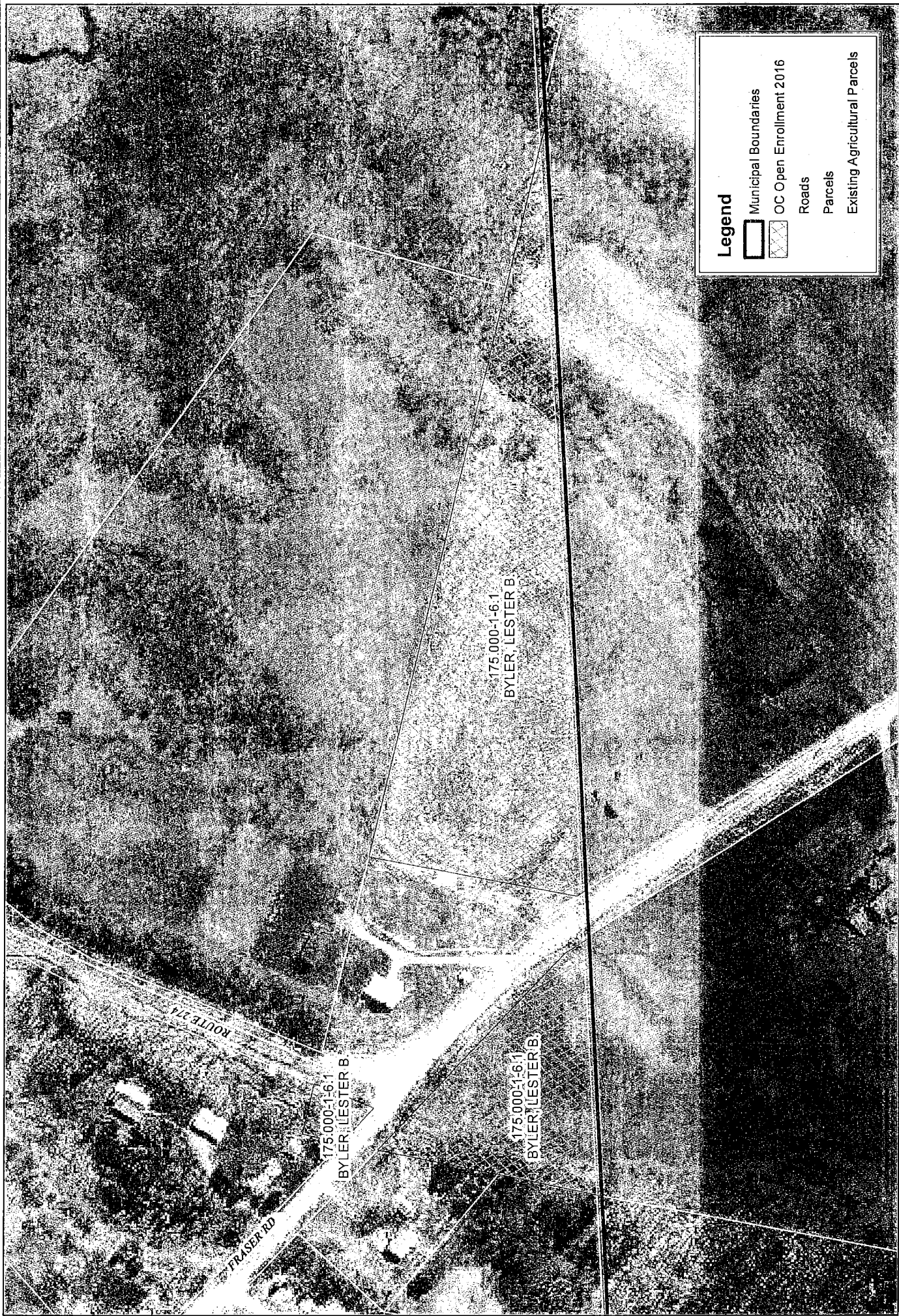
**Agricultural District  
Open Enrollment  
Oneida County  
2016**








**BYLER, JOHN J.  
STEUBEN  
89.1 acres**

**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Roads
-  Parcels
-  Existing Agricultural Parcels



**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Roads
-  Parcels
-  Existing Agricultural Parcels

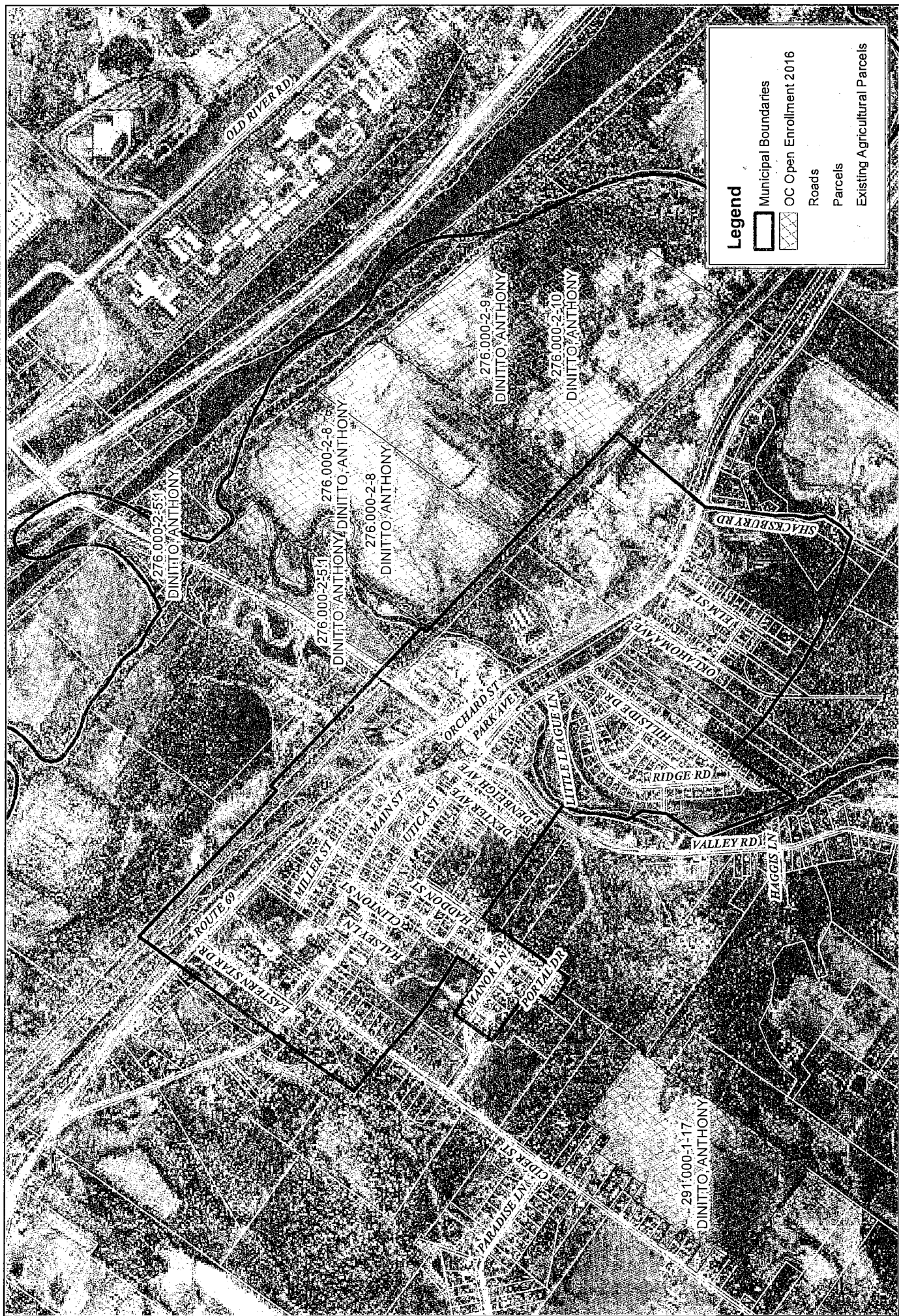


**Agricultural District  
Open Enrollment**  
Oneida County  
2016







**BYLER, LESTER B.  
STEUBEN**  
6.7 acres

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**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Roads
-  Existing Agricultural Parcels

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**Agricultural District  
Open Enrollment**  
Oneida County  
2016



**DINITTO, ANTHONY  
WHITESTOWN**  
309.1 acres

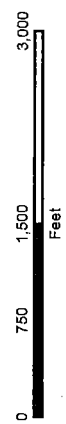


**Legend**

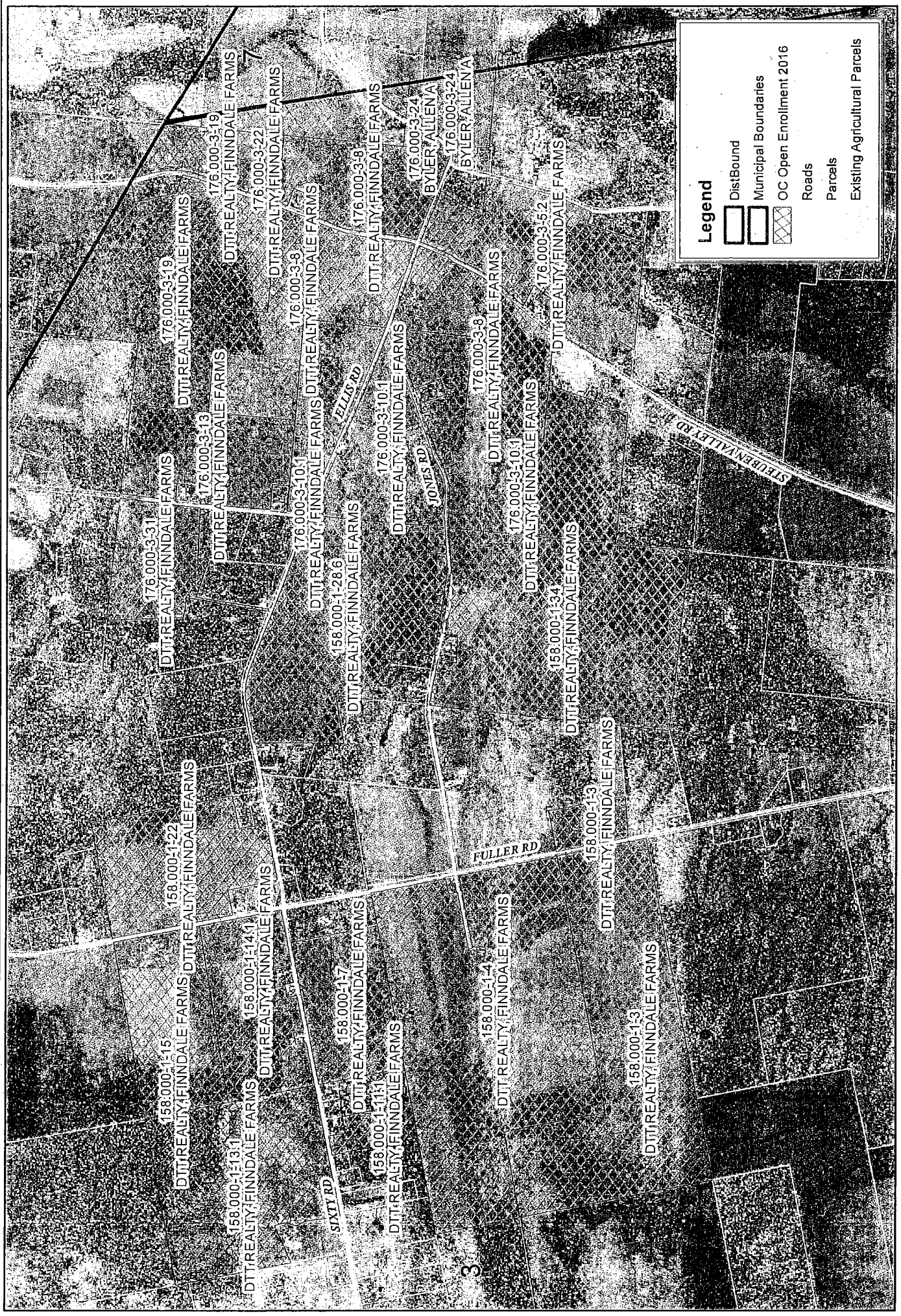
-  Dist Bound
-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Roads
-  Parcels
-  Existing Agricultural Parcels

**DTT REALTY, FINNDALE FARMS  
WESTERN**  
MAP 1 OF 2  
510.8 acres

**Agricultural District  
Open Enrollment**  
Oneida County  
2016



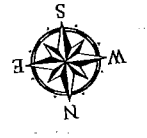
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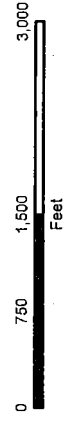
**Legend**

- Dist Bound
- Municipal Boundaries
- OC Open Enrollment 2016
- Roads
- Parcels
- Existing Agricultural Parcels

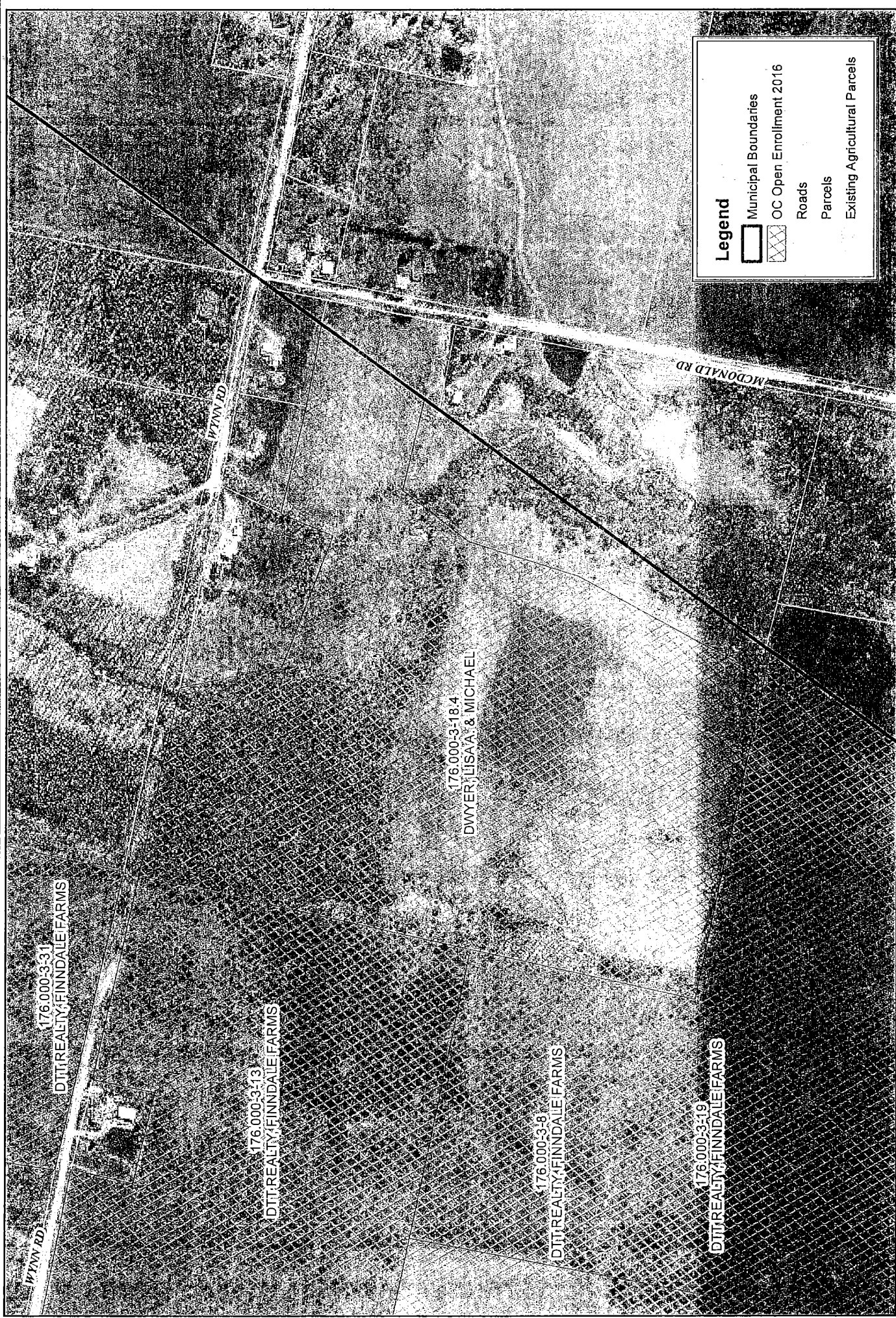
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**Agricultural District  
Open Enrollment**  
Oneida County  
2016



**DTT REALTY, FINNDALE FARMS**  
STEUBEN  
MAP 2 OF 2  
1506.9 acres



176.000-3-31  
DITIREALTY/FINNDALE/FARMS

176.000-3-13  
DITIREALTY/FINNDALE/FARMS

176.000-3-18.4  
DWYER, LISA A & MICHAEL

176.000-3-8  
DITIREALTY/FINNDALE/FARMS

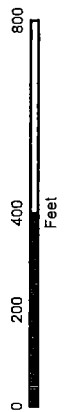
176.000-3-19  
DITIREALTY/FINNDALE/FARMS

**Legend**

- Municipal Boundaries
- OC Open Enrollment 2016
- Roads
- Parcels
- Existing Agricultural Parcels

**Agricultural District  
Open Enrollment**  
Oneida County  
2016





**DWYER, LISA A. & MICHAEL  
STEUBEN**  
51.4 acres



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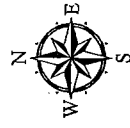
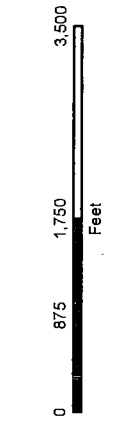


**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016 Existing Agricultural Parcels
-  Roads
-  Parcels

**FLEMING, CRAIG**  
 Augusta  
 317.7 acres






**Agricultural District**  
**Open Enrollment**  
 Oneida County  
 2016



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**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Roads
-  Parcels
-  Existing Agricultural Parcels

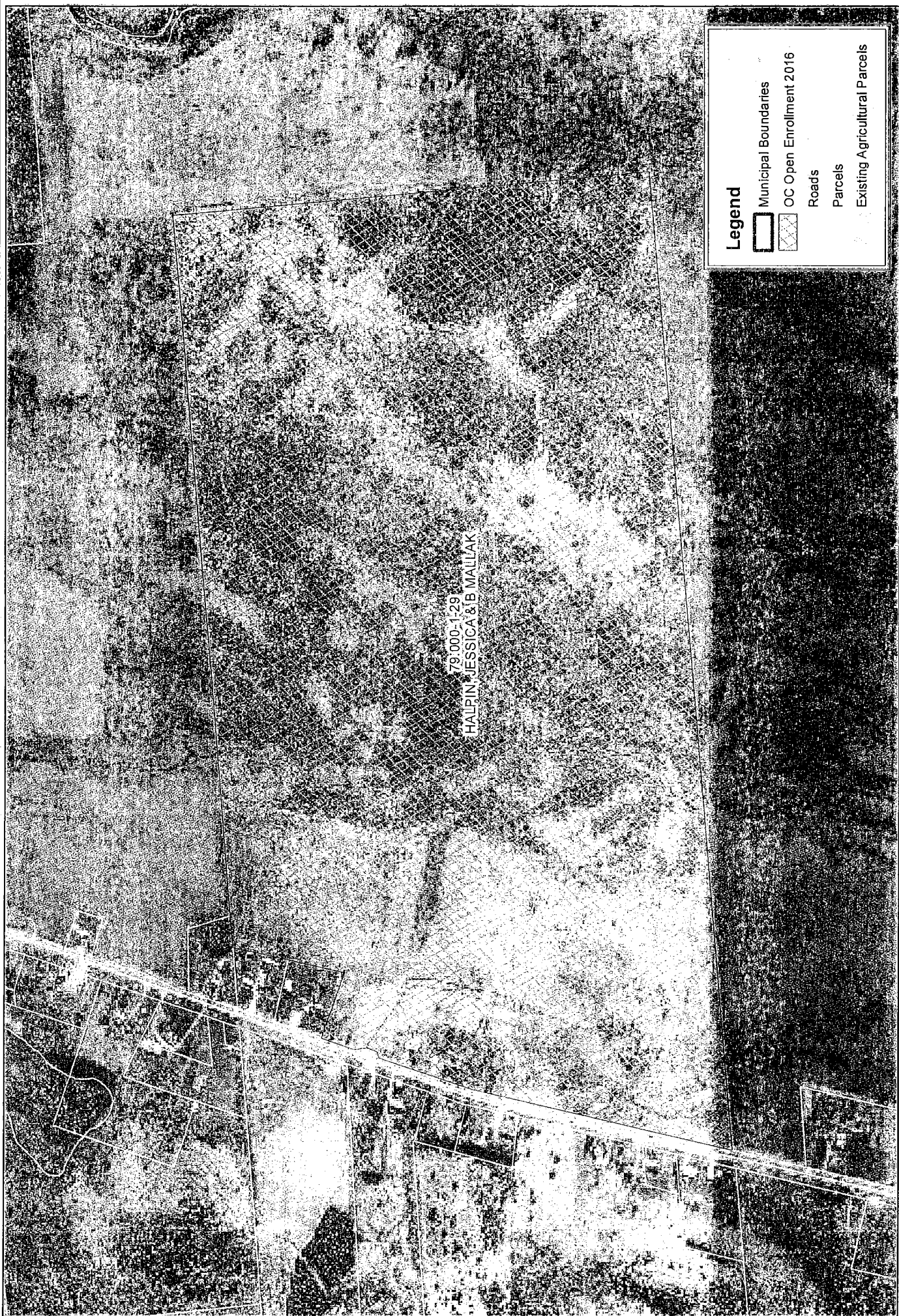
**Agricultural District  
Open Enrollment**  
Oneida County  
2016

**HALL, DEBORAH J  
BOONVILLE  
43.6 acres**







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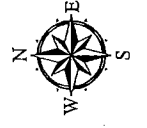
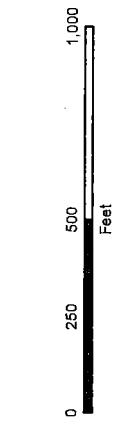
79,000-1-29  
HALPIN, JESSICA & B MALLAK

**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Roads
-  Existing Agricultural Parcels

**Agricultural District  
Open Enrollment**  
Onseida County  
2016

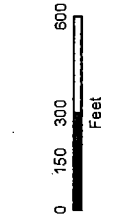
**HALPIN, JESSICA & B MALLAK**  
AVA  
155.0 acres



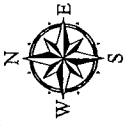
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JUDYCKI, WILLIAM  
Remsen  
71.7 acres



Agricultural District  
Open Enrollment  
Oneida County  
2016








**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016 Existing Agricultural Parcels
-  Roads
-  Parcels

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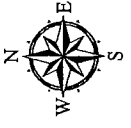
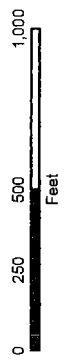


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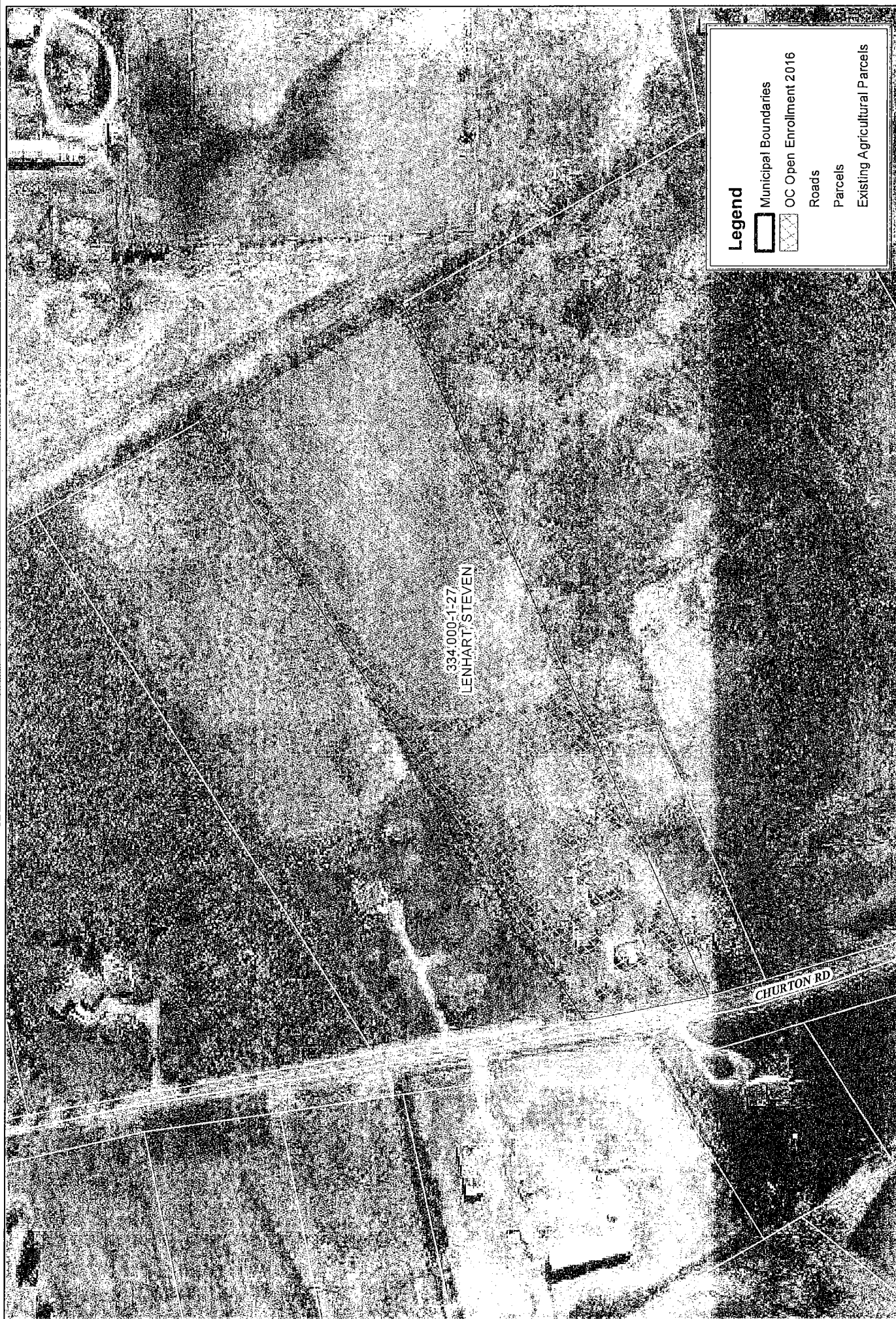
-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Existing Agricultural Parcels
-  Roads
-  Parcels

**KEIDA, CHRISTOPHER  
PARIS  
110.5 acres**

**Agricultural District  
Open Enrollment  
Oneida County  
2016**

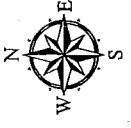
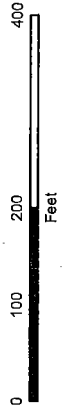


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LENHART, STEVEN  
 VERNON  
 7.6 acres

Agricultural District  
 Open Enrollment  
 Oneida County  
 2016








**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Roads
-  Parcels
-  Existing Agricultural Parcels

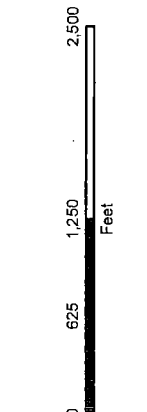
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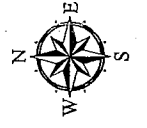
**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Existing Agricultural Parcels
-  Roads
-  Parcels

**MILL CREEK CATTLE CO. LLC**  
 Ava/Boonville  
 Map 1 of 2  
 1120 acres







**Agricultural District  
 Open Enrollment**  
 Oneida County  
 2016

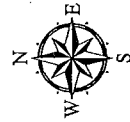


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**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016 Existing Agricultural Parcels
-  Roads
-  Parcels

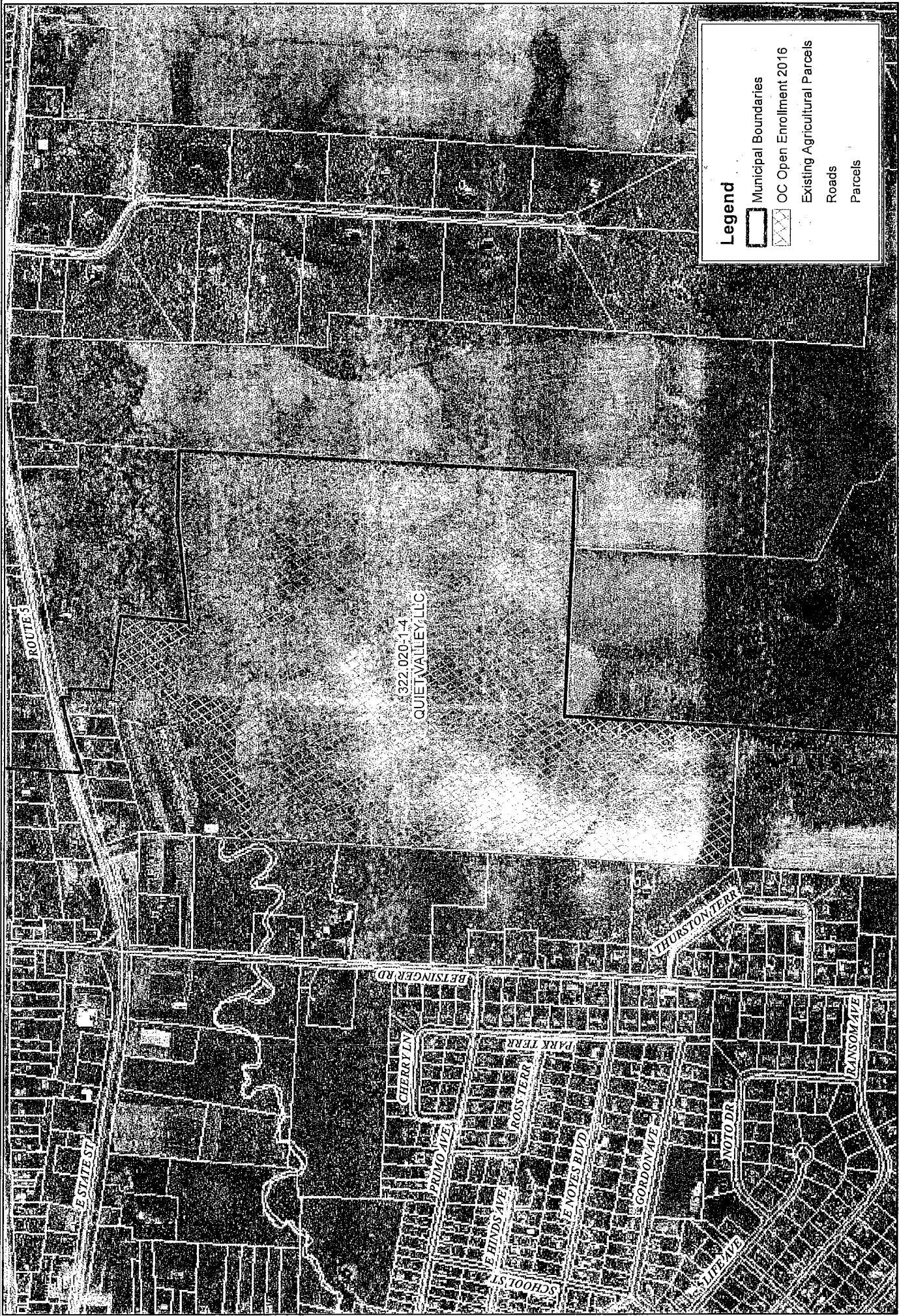


**Agricultural District  
Open Enrollment**  
Oneida County  
2016







MILL CREEK CATTLE CO. LLC  
Ava/Boonville  
Map 2 of 2  
1120 acres

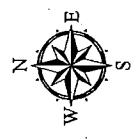
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**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016 Existing Agricultural Parcels
-  Roads
-  Parcels

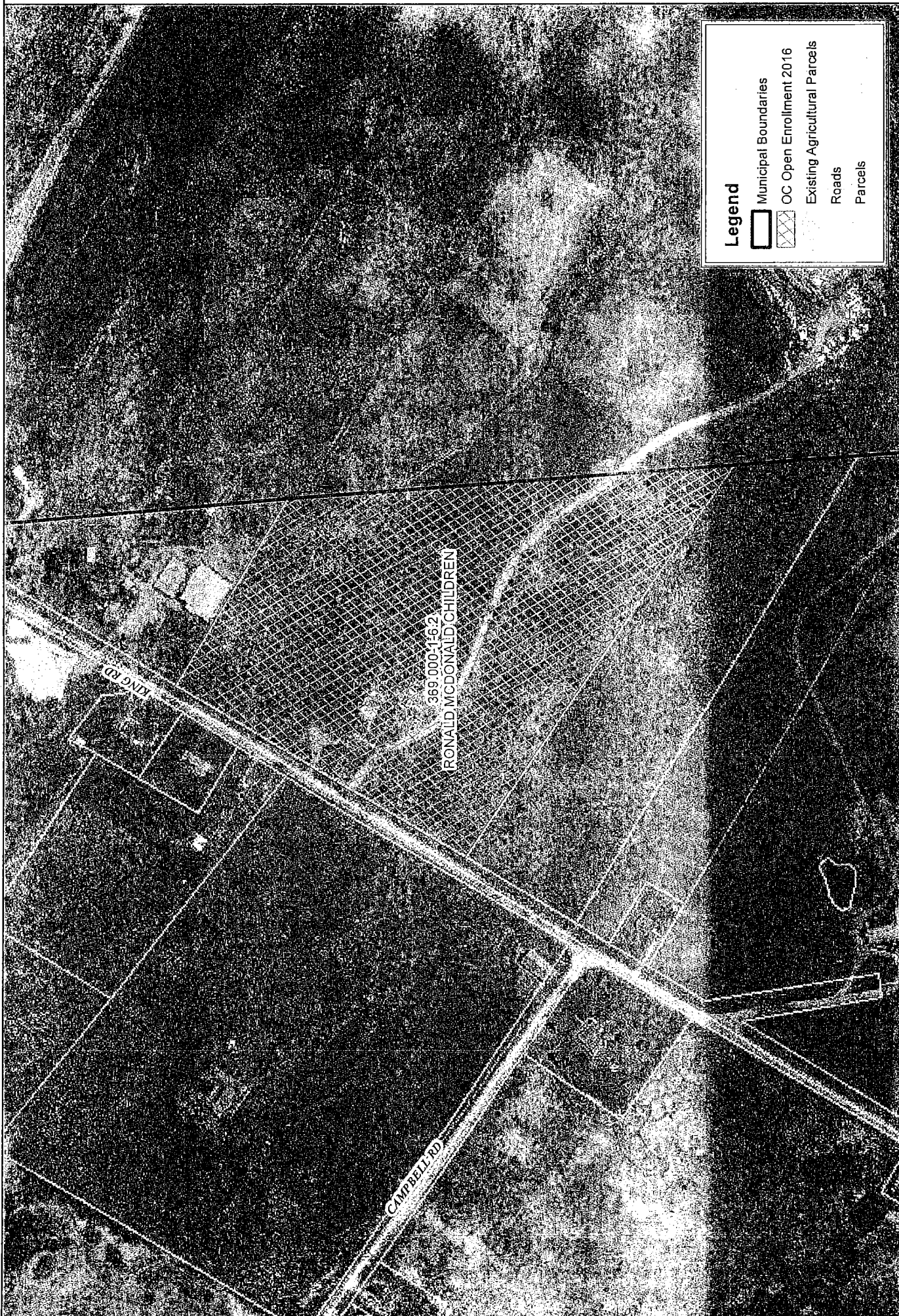
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**Agricultural District  
Open Enrollment**  
Oneida County  
2016



**QUIET VALLEY LLC**  
Sherrill  
124.7 acres

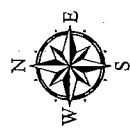
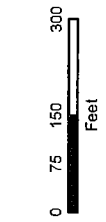


**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Existing Agricultural Parcels
-  Roads
-  Parcels

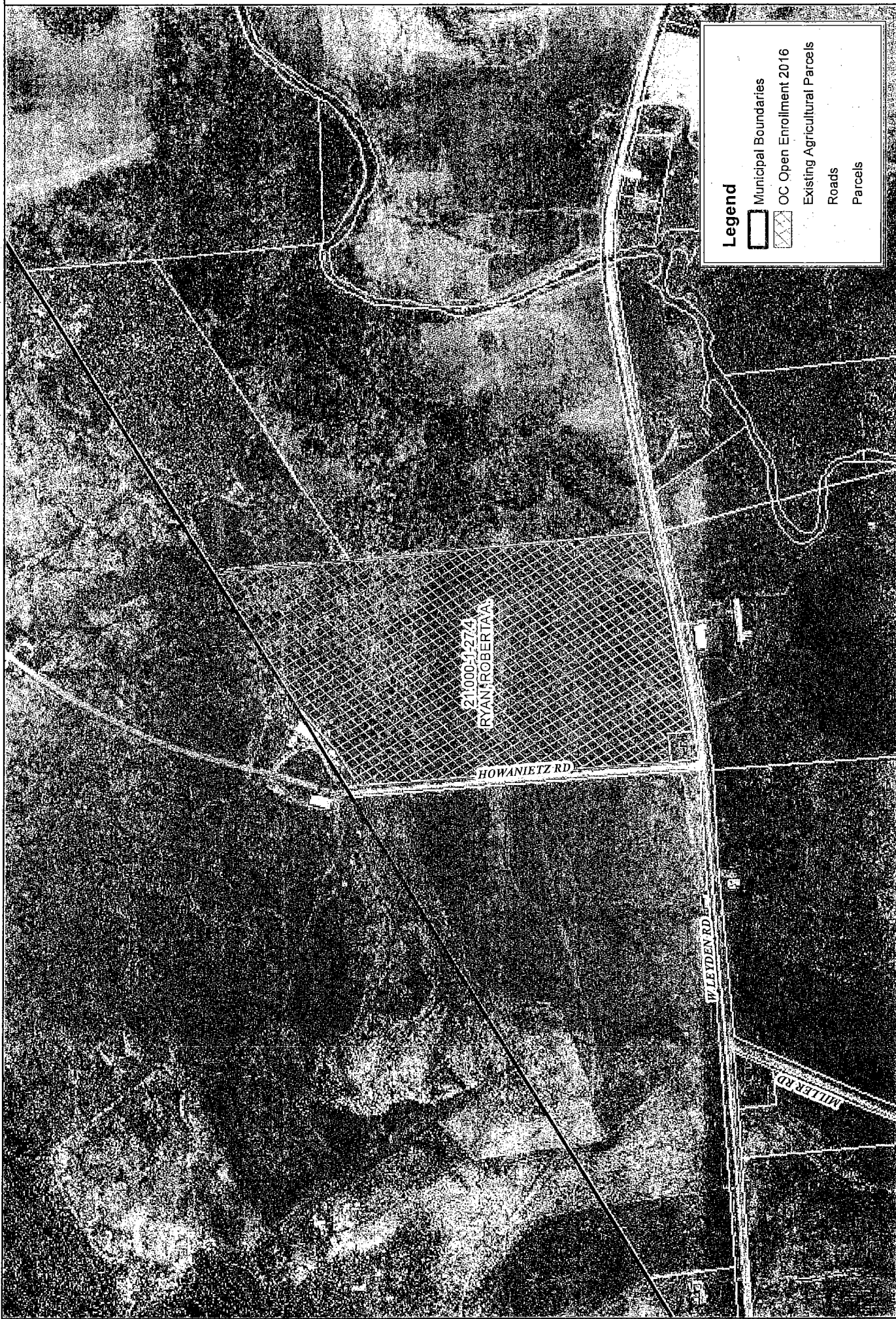
**RONALD McDONALD  
CHILDREN FARM**  
Paris  
15.6 acres

**Agricultural District  
Open Enrollment**  
Oneida County  
2016







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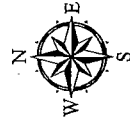
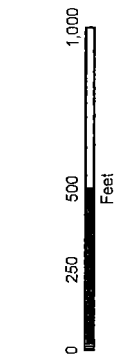


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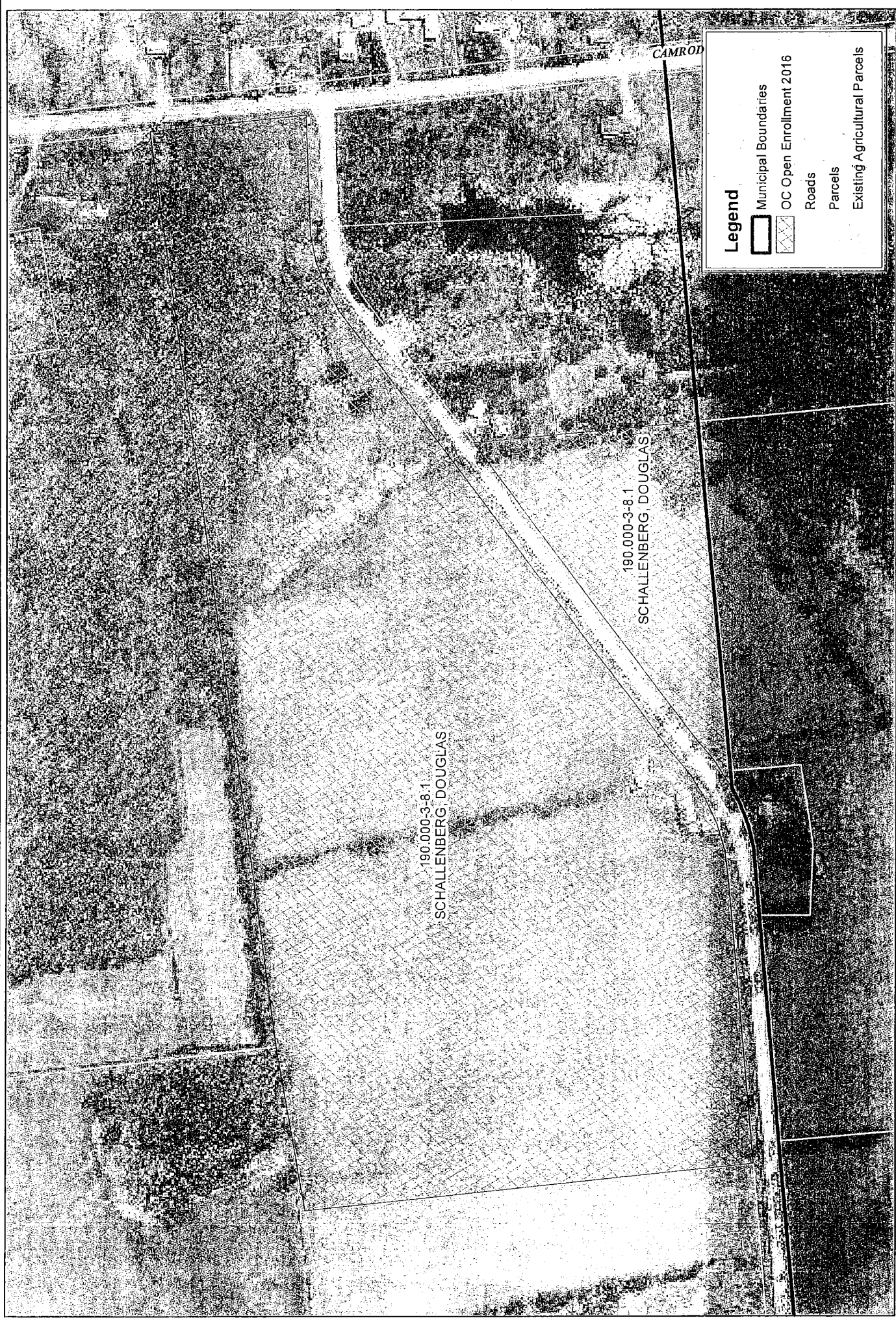
-  Municipal Boundaries
-  OC Open Enrollment 2016 Existing Agricultural Parcels
-  Roads
-  Parcels

**Agricultural District  
Open Enrollment  
Oneida County  
2016**

**RYAN, ROBERTA A.**  
Boonville  
46.5 acres



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190,000-3-8-1,  
SCHALLENBERG, DOUGLAS

190,000-3-8-1  
SCHALLENBERG, DOUGLAS

CAMROD

**Legend**

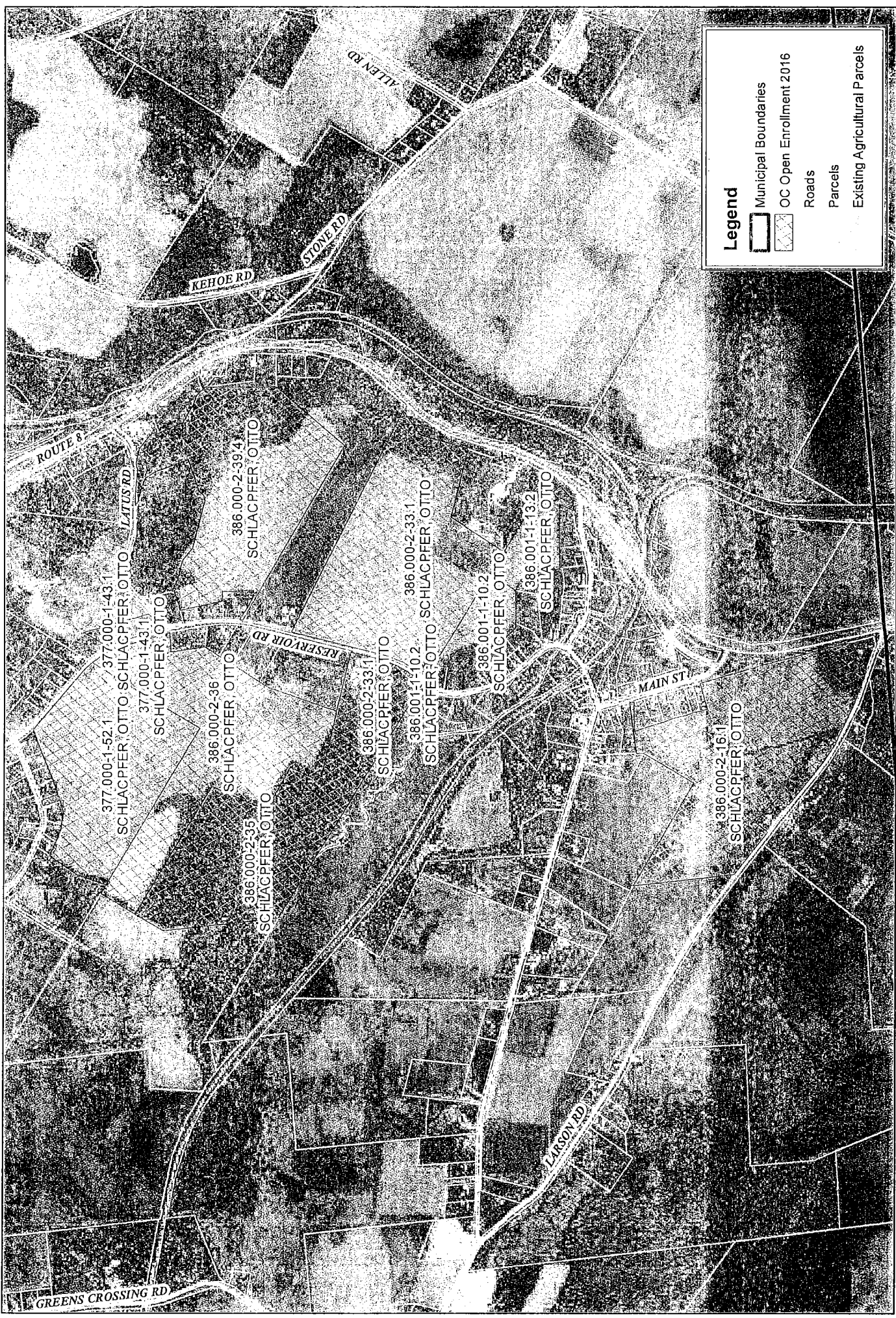
-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Roads
-  Existing Agricultural Parcels

**SCHALLENBERG, DOUGLAS**  
WESTERN  
53.5 acres

**Agricultural District**  
**Open Enrollment**  
Oneida County  
2016



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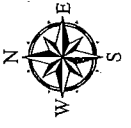
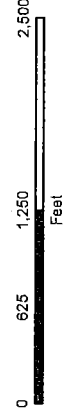


**Legend**

- Municipal Boundaries
- OC Open Enrollment 2016
- Roads
- Parcels
- Existing Agricultural Parcels

**SCHLACPFER, OTTO**  
**PARIS**  
**384.6 acres**

**Agricultural District**  
**Open Enrollment**  
 Oneida County  
 2016

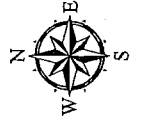


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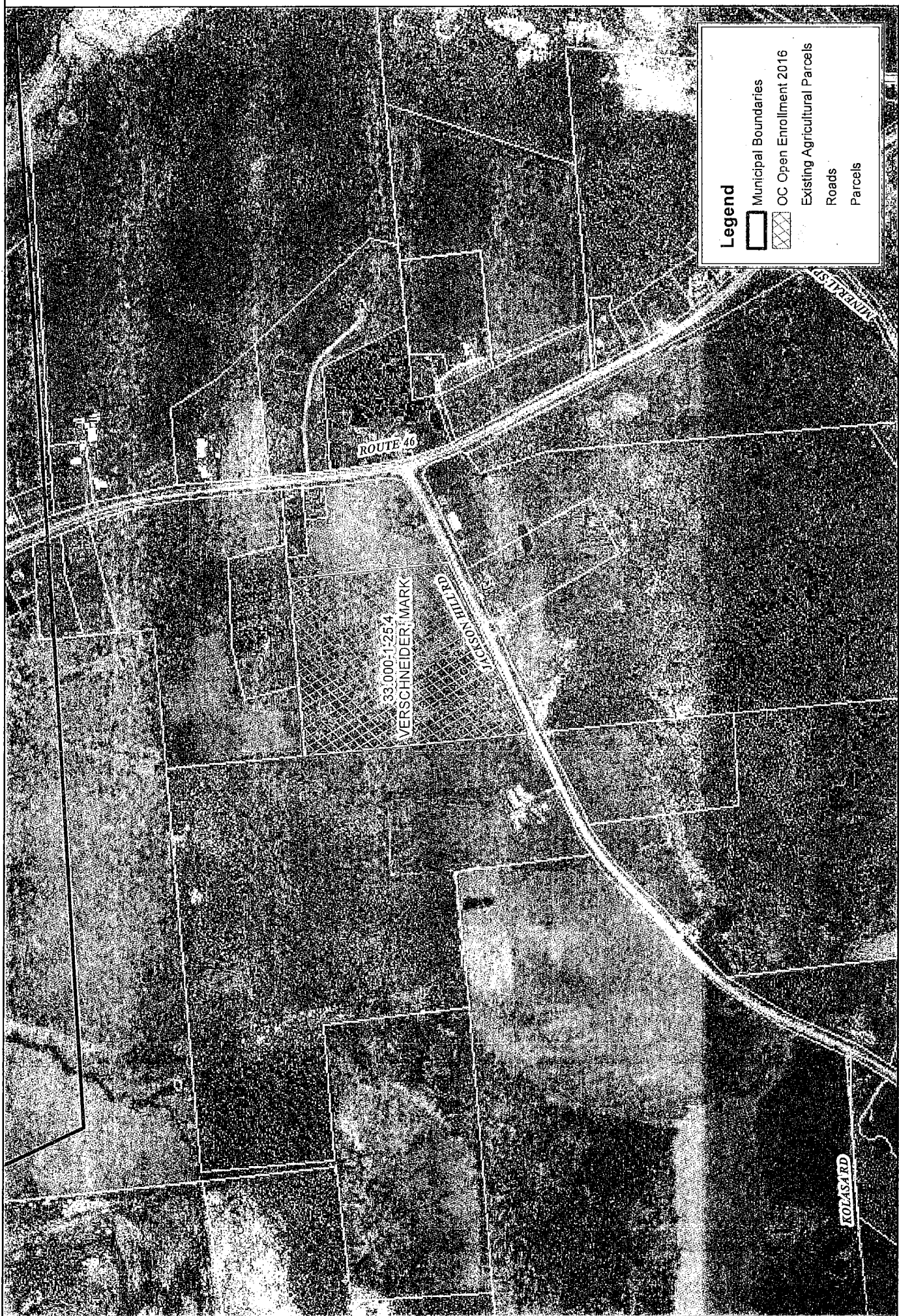


**SHETLER, MAHLON**  
 Augusta  
 78.9 acres





**Agricultural District  
 Open Enrollment**  
 Oneida County  
 2016



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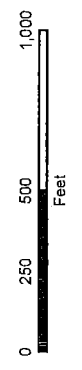


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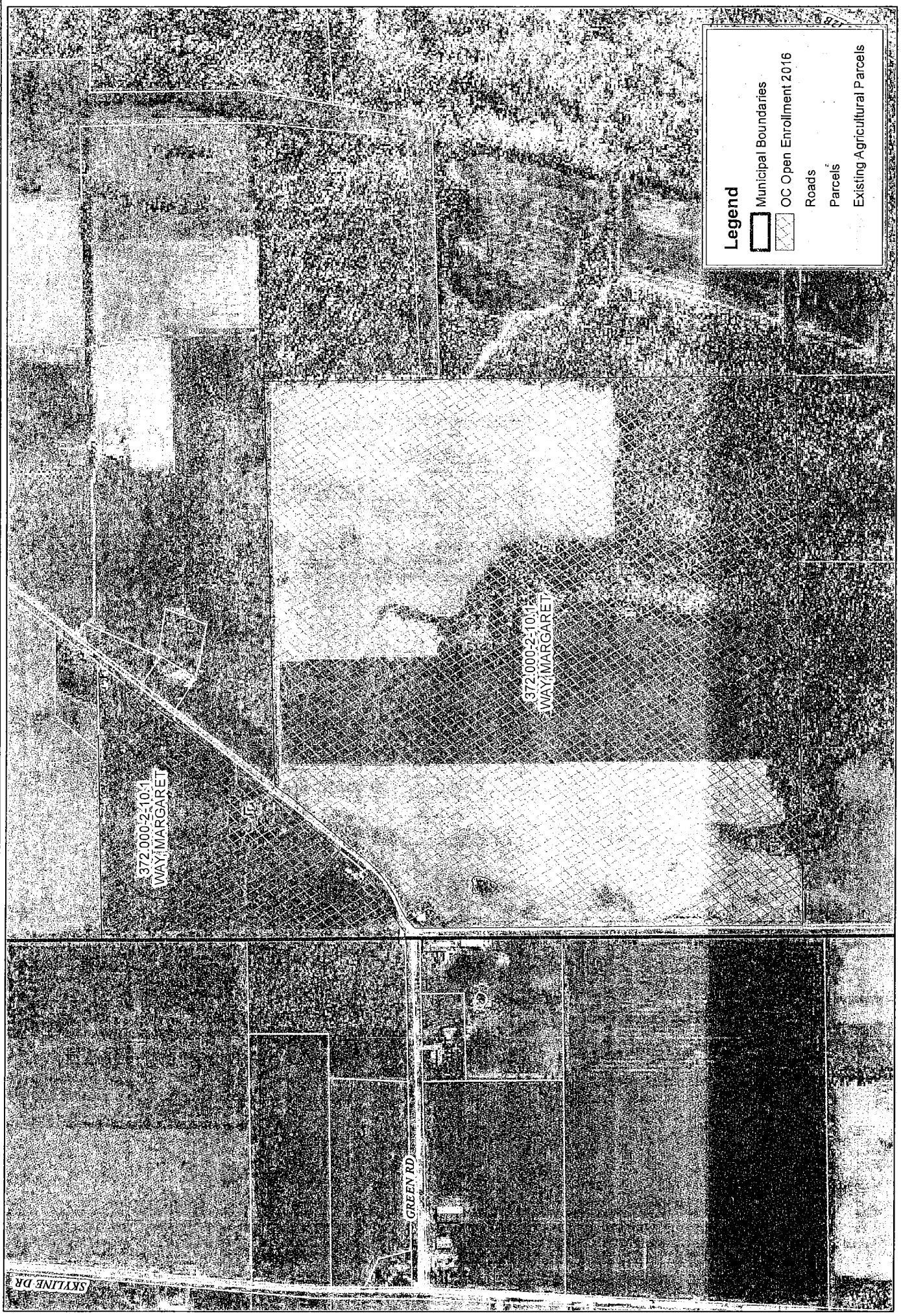
-  Municipal Boundaries
-  OC Open Enrollment 2016 Existing Agricultural Parcels
-  Roads
-  Parcels

**Agricultural District**  
**Open Enrollment**  
 Oneida County  
 2016





**VERSCHNEIDER, MARK**  
 Boonville  
 18.1 acres



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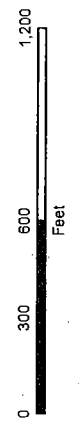
**Legend**

-  Municipal Boundaries
-  OC Open Enrollment 2016
-  Roads
-  Existing Agricultural Parcels

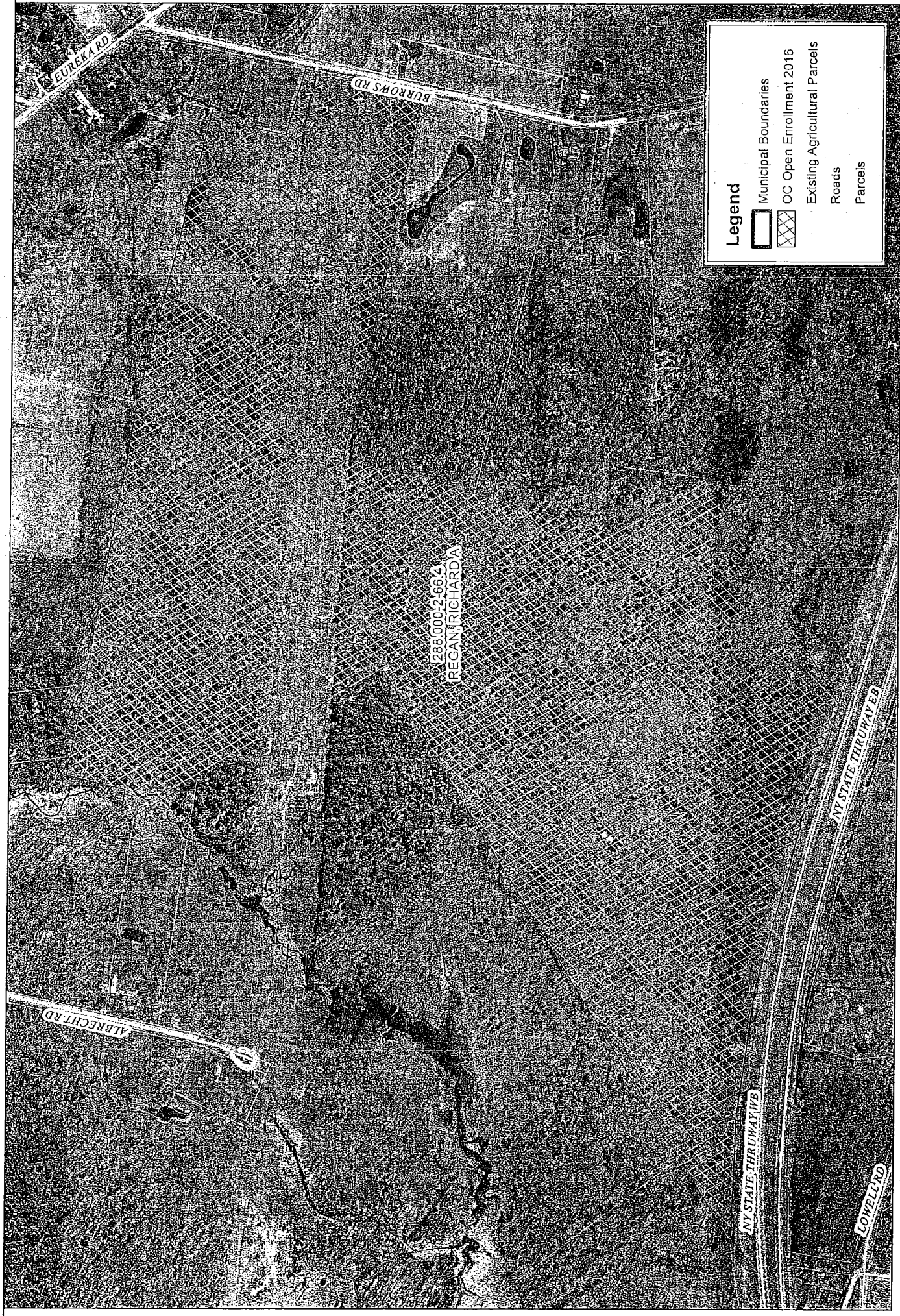
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**Agricultural District  
Open Enrollment**  
Oneida County  
2016

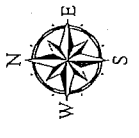
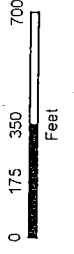


**WAY, MARGARET  
MARSHALL**  
171.3 acres



REGAN, RICHARD A  
 Westmoreland  
 183.7 acres

Agricultural District  
 Open Enrollment  
 Oneida County  
 2016



**Legend**

- Municipal Boundaries
- OC Open Enrollment 2016
- Existing Agricultural Parcels
- Roads
- Parcels

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ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

PETER M. RAYHILL  
COUNTY ATTORNEY

August 4, 2016

FN 20 16-278

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

WAYS & MEANS

Re: Madison Central School District

Dear Mr. Picente:

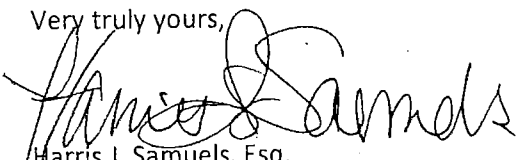

Attached is proposed revenue sharing agreement with the Madison Central School District, which the district has agreed to accept.

As you will recall, the county previously entered into agreements with VVS and several other municipalities, as well as the Oneida City School District, to share gaming funds received pursuant to the Oneida Settlement Agreement. Like the Oneida School District, but unlike the others, which were based on population, Madison Central School District will receive funds based on the amount they were receiving from Oneida County prior to the settlement.


Madison Central will receive \$7,379.01 for the 2014-15 school year and the same amount for the 2015-2016 year. For future years, the payment amount will be adjusted in proportion to the amount the County receives in total revenue sharing funds for a 12 month period ending three months prior to the start of the school's budget year, to the amount the county received April 2014 through March 2015:

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

Very truly yours,

  
Harris J. Samuels, Esq.  
Assistant County Attorney  


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

  
Anthony J. Picente, Jr.  
County Executive  
Date 8/4/16



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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Madison Central School District  
7303 State Route 20,  
Madison, New York 13402

**Title of Activity or Service:** Revenue sharing

**Proposed Dates of Operation:** On-going

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

**Summary Statements**

1) Narrative Description of Proposed Services: Revenue sharing of the OIN Settlement funds

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

3) Program Design and Staffing: N/A

**Total Funding Requested: N/A**

**Account #: N/A**

**Oneida County Dept. Funding Recommendation:**

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

**Cost Per Client Served:**

**Past Performance Data:**

**O.C. Department Staff Comments:**

## AGREEMENT

**THIS AGREEMENT**, made the 16<sup>th</sup> day of December, 2015, by and between the COUNTY OF ONEIDA, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, hereinafter referred to as the COUNTY, and the MADISON CENTRAL SCHOOL DISTRICT, a municipal corporation, having its office and principal place of business at 7303 State Route 20, Madison, New York 13402, hereinafter referred to as the DISTRICT.

**WHEREAS**, the County on May 16, 2013, entered into an agreement with the Oneida Nation, among other parties, settling various disputes and lawsuits which have existed among the parties, hereinafter referred to as the SETTLEMENT AGREEMENT, which agreement took effect on March 4, 2014, upon its approval by the United States District Court of the Northern District of New York; and

**WHEREAS**, concerns have been expressed that the Settlement Agreement may adversely affect the interests of municipalities where Nation Land, as defined in the Settlement Agreement, will exist; and

**WHEREAS**, the parties hereto wish to make provisions which will result in the Settlement Agreement being of mutual benefit to the parties, and remove such concerns.

**NOW, THEREFORE**, in consideration of the mutual promises, terms and obligations hereinafter made, the parties hereto hereby agree as follows:

1. Within thirty days of the effective date of this agreement, the County will pay the District Seven Thousand Three Hundred Seventy Nine Dollars (\$7,379.00) for the 2014-2015 school fiscal year, and will no later than December 31, 2015 pay the same amount to the District for the 2015-2016 school fiscal year.
2. For future school fiscal years, the County will pay the District an amount to be calculated by dividing the County's gaming proceeds received for the last three quarters of the previous calendar year and the first quarter of the calendar year in which the school fiscal year commences, by Twelve Million Four Hundred Five Thousand Five Hundred Thirty-Five Dollars and Twenty-Two cents (\$12,405,535.22) (the amount received by the County for the final three quarters of 2014 and the first quarter of 2015), and then multiplying the quotient (carried to four decimal places) by \$7,379.00.
3. For example, if the County receives \$12,500,000.00 for the second, third and fourth quarter of 2015 and the first quarter of 2015, the amount to be paid for the 2016-2017 fiscal year will be  $12,500,000.00/12,405,535.22 = 1.0076 \times \$7,379.00$ , which equals \$7,435.08. Such future payments will be made by the end of each calendar year occurring during the District's fiscal year.

4. Such payment shall be accepted by the District in lieu of any lost revenue it may experience in real estate tax, sales tax, or any other loss of revenue or item of expense whatsoever, resulting from the implementation of the Settlement Agreement. Nothing herein impacts revenues which may still be due to the District such as service fees. The amount paid shall not be affected by any payments which the District receives or does not receive from the Oneida Nation, or by additional land purchased by the Nation, or by any land being taken into trust by the United States for the Nation's benefit.
5. The gaming proceeds referred to herein consist of the 25% of Nation Payment to be shared with the County pursuant to Section III B of the Settlement Agreement and not the additional payment to be made to the County for a period of time pursuant to that section.
6. This agreement shall remain in effect for as long as the Settlement Agreement remains in effect.
7. In exchange for the County's above stated obligations, the District agrees:
  - a. It will not challenge nor will it directly or indirectly fund any challenge to the Secretary of the Interior's May 20, 2008 decision to accept Nation Land into trust pursuant to 25 U.S.C. §465, to any supplemental decision on any matter remanded by a court in connection with any challenge to that decision, or to any challenge to a transfer of excess land pursuant to 40 U.S.C. §523.
  - b. It will not litigate, nor will it assist or fund, directly or indirectly, any further litigation of the hybrid tax grievance/declaratory judgment actions regarding state statutory property tax exemptions and other issues that were filed by the Nation.
  - c. It will not engage in, nor shall it assist or fund, directly or indirectly, any administrative or judicial opposition or challenge to the Nation's application to transfer Nation Land, subject to the Cap limitation specified in the Settlement Agreement, into trust pursuant to 25 U.S.C. §465, or to any transfer of excess federal land with the reservation to the Department of Interior to be held in trust pursuant to 40 U.S.C. §523.
  - d. It will not judicially or administratively challenge, or in any way fund or assist others in challenging, the Settlement Agreement.
  - e. In the event that the District takes any such actions, the County's obligations hereunder shall cease and the District shall, within 30 days of demand therefor, refund to the County all payments previously made to the District pursuant to this agreement, with statutory interest. The County shall be entitled to seek injunctive relief enjoining the District

from taking or continuing such actions if such repayment is not timely made. This provision shall survive the termination or expiration of this agreement regardless of the cause of such termination or expiration.

8. The County shall have no liability or obligation under this Agreement to the District or to anyone else beyond the annual funds being appropriated and available for this Agreement. However, in the event that the County receives gaming proceeds pursuant to the Settlement Agreement and neither appropriates nor pays the agreed share of such proceeds to the District within a period of 180 days, the District may provide the County with notice of such failure and if such payment is not appropriated or made within 90 days of such notice being provided, the District shall not be bound by its obligations set forth in sub-paragraphs 7a), b), c), and d) herein. Provided however, that if the appropriations referenced above are not made in accordance herewith and the District determines to commence, engage in, support, fund, or participate in a proceeding, action or effort of any kind or nature related to the issues prohibited by sub-paragraphs 7a), b), c), or d), the District shall complete the refund set forth in sub-paragraph 7e) prior to the commencement of any such proceeding.
9. Notice required by or related to this Agreement will be made in writing and served by overnight FedEx, UPS, certified mail or the equivalent: if by the County, to the Madison Central School District, 7303 State Route 20, Madison, New York 13402; and, if by the District, to the Oneida County Executive, 800 Park Avenue, Utica, New York 13501, or to other such address as either party may hereafter designate in writing.
10. This agreement shall be effective upon the later to occur of (i) its approval by the Oneida County Legislature, or (ii) its approval by the Madison Central School District Board of Education.
11. This agreement may not be modified or amended except by a writing of equal formality signed by both sides.

County of Oneida

By: \_\_\_\_\_  
Oneida County Executive

Madison Central School District

By:  \_\_\_\_\_  
President, Board of Education

Approved as to Form

---

Oneida County Assistant Attorney



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

PETER M. RAYHILL  
COUNTY ATTORNEY

August 4, 2016

FN 20 16-279

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

WAYS & MEANS

Re: Stockbridge Valley Central School District

Dear Mr. Picente:

Attached is proposed revenue sharing agreement with the Stockbridge Valley Central School District, which the district has agreed to accept.

As you will recall, the County previously entered into agreements with VVS and several other municipalities, as well as the Oneida City School District, to share gaming funds received pursuant to the Oneida Settlement Agreement. Like the Oneida School District, but unlike the others, which were based on population, Stockbridge Valley Central School District will receive funds based on the amount they were receiving from Oneida County prior to the settlement.

Stockbridge Valley Central School District will receive \$4,330.11 for the 2014-15 school year and the same amount for the 2015-16 year. For future years, the payment amount will be adjusted in proportion to the amount the County receives in total revenue sharing funds for a 12 month period ending three months prior to the start of the school's budget year, to the amount the County received April 2014 through March 2015.

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

Very truly yours,

Harris J. Samuels, Esq.  
Assistant County Attorney

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

Anthony J. Picente, Jr.  
County Executive

Date 8/4/16

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Stockbridge Valley Central School District  
6011 Williams Road,  
Munnsville, New York 13409

**Title of Activity or Service:** Revenue sharing

**Proposed Dates of Operation:** On-going

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

**Summary Statements**

1) Narrative Description of Proposed Services: Revenue sharing of the OIN Settlement funds

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

3) Program Design and Staffing: N/A

**Total Funding Requested: N/A**

**Account #: N/A**

**Oneida County Dept. Funding Recommendation:**

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

**Cost Per Client Served:**

**Past Performance Data:**

**O.C. Department Staff Comments:**

## AGREEMENT

THIS AGREEMENT, made the 12<sup>th</sup> day of September, 2016, by and between the COUNTY OF ONEIDA, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, hereinafter referred to as the COUNTY, and the Stockbridge Valley Central School District, a municipal corporation, having its office and principal place of business at 6011 Williams Rd., Munnsville, New York, hereinafter referred to as the DISTRICT.

Whereas, the County on May 16<sup>th</sup>, 2013, entered into an agreement with the Oneida Nation, among other parties, settling various disputes and lawsuits which have existed among the parties, hereinafter referred to as the SETTLEMENT AGREEMENT, which agreement took effect on March 4<sup>th</sup>, 2014, upon its approval by the United States District Court of the Northern District of New York, and

WHEREAS, concerns have been expressed that the Settlement Agreement may adversely affect the interests of municipalities where Nation Land, as defined in the Settlement Agreement, will exist, and

WHEREAS, the parties hereto wish to make provisions which will result in the Settlement Agreement being of mutual benefit to the parties, and remove such concerns,

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, the parties hereto hereby agree as follows:

- 1.) Within thirty days of the effective date of this agreement, the County will pay the District Four thousand three hundred thirty dollars and eleven cents (\$4,330.11) for the 2014-2015 school fiscal year, and will no later than March 1, 2016 pay the same amount to the District for the 2015-2016 school fiscal year.
- 2.) For future school fiscal years, the County will pay the District an amount to be calculated by dividing the County's gaming proceeds received for the last three quarters of the previous calendar year and the first quarter of the calendar year in which the school fiscal year commences, by Twelve million four hundred five thousand five hundred thirty-five dollars and twenty-two cents (\$12,405,535.22) (the amount received by the County for the final three quarters of 2014 and the first quarter of 2015), and then multiplying the quotient (carried to four decimal places) by \$4,330.11.
- 3.) For example, if the County receives \$12,500,000.00 for the second, third and fourth quarter of 2015 and the first quarter of 2016, the amount to be paid for the 2016-2017 fiscal year will be  $12,500,000.00 / 12,405,535.22 = 1.0076 \times \$4,330.11$ , which equals \$4,363.02. Such future payments will be made by the end of each calendar year occurring during the District's fiscal year.



- 4.) Such payment shall be accepted by the District in lieu of any lost revenue it may experience in real estate tax, sales tax, or any other loss of revenue or item of expense whatsoever, resulting from the implementation of the Settlement Agreement. Nothing herein impacts revenues which may still be due to the District such as service fees. The amount paid shall not be affected by any payments which the District receives or does not receive from the Oneida Nation, or by additional land purchased by the Nation, or by any land being taken into trust by the United States for the Nation's benefit.
  
- 5.) The gaming proceeds referred to herein consist of the 25% of Nation Payment to be shared with the County pursuant to Section III B of the Settlement Agreement and not the additional payment to be made to the County for a period of time pursuant to that section.
  
- 6.) This agreement shall remain in effect for as long as the Settlement Agreement remains in effect.
  
- 7.) In exchange for the County's above stated obligations, the District agrees:
  - a. It will not challenge nor will it directly or indirectly fund any challenge to the Secretary of the Interior's May 20, 2008 decision to accept Nation Land into trust pursuant to 25 U.S.C. §465, to any supplemental decision on any matter remanded by a court in connection with any challenge to that decision, or to any challenge to a transfer of excess land pursuant to 40 U.S.C. §523.
  - b. It will not litigate, nor will it assist or fund, directly or indirectly, any further litigation of the hybrid tax grievance/declaratory judgment actions regarding state statutory property tax exemptions and other issues that were filed by the Nation.
  - c. It will not engage in, nor shall it assist or fund, directly or indirectly, any administrative or judicial opposition or challenge to the Nation's application to transfer Nation Land, subject to the Cap limitation specified in the Settlement Agreement, into trust pursuant to 25 U.S.C. §465, or to any transfer of excess federal land within the reservation to the Department of Interior to be held in trust pursuant to 40 U.S.C. §523.
  - d. It will not judicially or administratively challenge, or in any way fund or assist others in challenging, the Settlement Agreement.
  - e. In the event that the District takes any such actions, the County's obligations hereunder shall cease and the District shall, within 30 days of demand therefore, refund to the County all payments previously made to the District pursuant to this agreement, with statutory interest. The County shall be entitled to seek injunctive relief enjoining the District from taking or continuing such actions if such repayment is not timely made, this provision shall survive the termination or expiration of this agreement regardless of the cause of such termination or expiration.
  
- 8.) The County shall have no liability or obligation under this Agreement to the District or to anyone else beyond the annual funds being appropriated and available for this

Agreement. However, in the event that the County receives gaming proceeds pursuant to the Settlement Agreement and neither appropriates nor pays the agreed share of such proceeds to the District within a period of 180 days, the District may provide the County with notice of such failure and if such payment is not appropriated or made within 90 days of such notice being provided, the District shall not be bound by its obligations set forth in sub-paragraphs 7a), b), c), and d) herein. Provided however, that if the appropriations referenced above are not made in accordance herewith and the District determines to commence, engage in, support, fund, or participate in a proceeding, action or effort of any kind or nature related to the issues prohibited by sub-paragraphs 7a), b), c), or d), the District shall complete the refund set forth in sub-paragraph 7e) prior to the commencement of any such proceeding.

- 9.) Notice required by or related to this Agreement will be made in writing and served by overnight FedEx, UPS, certified mail or the equivalent: if by the County, to the Stockbridge Valley Central School District, 6011 Williams Road, Munnsville, NY 13409; and, if by the District, to the Oneida County Executive, 800 Park Avenue, Utica, NY 13501, or to other such address as either party may hereafter designate in writing.
- 10.) This agreement shall be effective upon the later to occur of (i) its approval by the Oneida County Legislature or (ii) its approval by the Stockbridge Valley Central School District Board of Education.
- 11.) This agreement may not be modified or amended except by a writing of equal formality signed by both sides.

County of Oneida

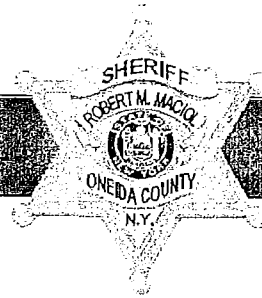
By: \_\_\_\_\_  
Oneida County Executive

Stockbridge Valley Central School District

By: Rita M. Kemper  
President, Board of Education

Approved as to Form

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



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger  
Chief Deputy Joseph A. Lisi

*Sheriff Robert M. Maciol*

July 19, 2016

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

FN 20 16-280

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office is requesting approval of an Agreement with Lexipol, LLC for an electronic subscription service. This service provides the Sheriff's Office the ability to create and manage policy documentation, and provides weekly training for all staff. Lexipol will also be used for Agency Accreditation purposes. This electronic subscription will save the Sheriff's Office many hours of manually updating policies and procedures. This contract shall commence upon execution and continue for five years. The total cost for this Agreement will be \$316,531.00, payable in yearly installments as follows: 2016 \$51,227; 2017 \$63,415; 2018 \$65,317; 2019 \$67,277; and 2020 \$69,295.

If you find the enclosed contract acceptable, I am requesting that you forward this to the Board of Legislators for action. 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 7/25/16

**Oneida County Department:** Sheriff's Office

**Competing Proposal:**  
**Only Respondent:**  
**Sole Source RFP:**  
**Other: XXX**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name & Address of Vendor:** Lexipol, LLC  
6B Liberty, Suite 200  
Aliso Viejo, CA 92656

**Title of Activity or Service:** Create and Manage Policy  
Weekly Staff Training  
Agency Accreditation

**Proposed Dates of Operation:** Upon execution for five years

**Client Population/Number to be Served:** Oneida County Sheriff's Officer Personnel

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Create and Manage Policy, weekly staff training and agency accreditation.
- 2) **Program/Service Objectives and Outcomes:** This Agreement will give the Sheriff's Office the ability to electronically update policy and procedures, provide weekly training to staff members and assist with agency accreditation.
- 3) **Program Design and Staffing:** n/a

**Total Funding Requested:** \$316,531.00 in total.  
2016 - \$51,227, 2017 - \$63,415, 2018 - \$65,317  
2019 - \$67,277, 2020 - \$69,295

**Account #:** A3152.492 A3120.492

**Oneida County Dept. Funding Recommendation:** \$316,531.00

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

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

**Past Performance Data:** N/A

**Oneida County Department/Office Staff Comments:**



PREDICTABLE IS PREVENTABLE®

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Oneida County (by and through the Oneida County Sheriff's Office)

Agency's Address: 6065 Judd Rd Oriskany, NY 13424

Attention: Undersheriff Swenszkowski

Lexipol's Address: 6B Liberty, Suite 200 Aliso Viejo, CA 92656

Attention:

Effective Date: (to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) Exhibit B (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

LEXIPOL, LLC

Signature: Anthony J. Picente, Jr.
Print Name: Anthony J. Picente, Jr.
Title: Oneida County Executive
Date Signed:

Signature: Van Holland
Print Name: Van Holland
Title: Chief Financial Officer
Date Signed: 7/15/16

**EXHIBIT A**

**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

Agency is purchasing the following:

| Aug 14 2016                                                | Aug 14 2017 | Aug 14 2018 | Aug 14 2019 | Aug 14 2020 |
|------------------------------------------------------------|-------------|-------------|-------------|-------------|
| <b>Custody:</b>                                            |             |             |             |             |
| Policy Manual / DTB Subscription                           | \$ 19,886   | \$ 20,483   | \$ 21,097   | \$ 21,730   |
| Supplemental Publication Shell                             | \$ 2,615    | \$ 2,693    | \$ 2,774    | \$ 2,857    |
| Less 10% One Time Discount for Multiple Subscriptions      | \$ (2,250)  |             |             |             |
| <b>Subtotal</b>                                            | \$ 20,251   |             |             |             |
| <b>Implementation Services</b>                             |             |             |             |             |
| Quick Start (Silver)                                       | \$ 3,950    |             |             |             |
| Essential Assistance (Gold)                                | \$ 6,950    |             |             |             |
| Less 10% One Time Discount for Multiple Services           | \$ (1,090)  |             |             |             |
| <b>Subtotal</b>                                            | \$ 9,810    |             |             |             |
| Management Services                                        |             | \$ 12,000   | \$ 12,360   | \$ 12,731   |
| <b>Total Corrections</b>                                   | \$ 30,061   | \$ 35,176   | \$ 36,231   | \$ 37,318   |
| <b>Law Enforcement:</b>                                    |             |             |             |             |
| Policy Manual / DTB Subscription                           | \$ 14,245   | \$ 14,672   | \$ 15,113   | \$ 15,566   |
| Supplemental Publication Shell                             | \$ 1,521    | \$ 1,567    | \$ 1,614    | \$ 1,662    |
| Less 10% One Time Discount for Multiple Subscriptions      | \$ (1,576)  |             |             |             |
| <b>Subtotal</b>                                            | \$ 14,190   |             |             |             |
| <b>Implementation Services</b>                             |             |             |             |             |
| Quick Start (Silver)                                       | \$ 3,950    |             |             |             |
| Essential Assistance (Gold)                                | \$ 6,950    |             |             |             |
| Less 10% One Time Discount for Multiple Services           | \$ (1,090)  |             |             |             |
| <b>Subtotal</b>                                            | \$ 9,810    |             |             |             |
| Management Services                                        |             | \$ 12,000   | \$ 12,360   | \$ 12,731   |
| <b>Total Law Enforcement</b>                               | \$ 24,000   | \$ 28,239   | \$ 29,086   | \$ 29,959   |
| **Additional One Time Discount for Civil Manual Assistance | \$ (2,834)  |             |             |             |
| <b>Grand Total</b>                                         | \$ 51,227   | \$ 63,415   | \$ 65,317   | \$ 67,277   |
| <b>Savings from Accelerated Purchase</b>                   |             |             |             |             |
| Corrections subscription                                   | \$ 3,340    |             |             |             |
| Law Enforcement subscription                               | \$ 3,826    |             |             |             |
| **Additional One Time Discount for Civil Manual Assistance | \$ 2,834    |             |             |             |
| <b>Total Savings</b>                                       | \$ 10,000   |             |             |             |

\*\*Additional one-time discount provided in exchange for:

- Provide Lexipol with a copy of their current Civil policies and accreditation standards
- Make introductions to the leadership of the New York Sheriff's Association
- Consult with Lexipol on product requirements

Pricing is based on: 85 sworn patrol, 635 beds, 11 sworn civil

**EXHIBIT B****GENERAL TERMS AND CONDITIONS**

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works),

7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 12 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

**3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

**5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.** Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

**6. Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will



immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Confidentiality.** From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order,

subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

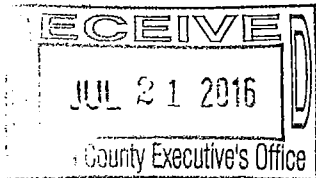
Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Dawn Catera Lupi  
First Assistant

Laurie Lisi  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
Steven G. Cox  
Stacey L. Scotti  
Bernard L. Hyman, Jr.  
Todd C. Carville  
Robert L. Bauer  
Michael R. Nolan

Joshua L. Bauer  
Christopher D. Hameline  
Steven P. Feiner  
Sarah F. DeMellier  
Luke C. Davignon  
William J. Barry III  
Kevin J. Dwyer  
Stephanie N. Singe  
Paul S. Kelly  
Travis J. Yoxall  
Maria Murad Blais



FN 20 16-281 July 12, 2016

**PUBLIC SAFETY**

**WAYS & MEANS**

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

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

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 7/21/16

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2016 budgetary transfers within the District Attorney's cost center to balance the current deficit and cover anticipated expenditures for the remainder of the year.

TO:

A1165.109 District Attorney, Salaries, Other 1798 \$25,500.

FROM:

A1165.101 District Attorney, Salaries \$5,500.  
A1165.103 District Attorney, Overtime \$5,000.  
A1165.251 District Attorney, Automotive Equipment \$15,000.

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



July 12, 2016  
Page Two

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

Thank you.

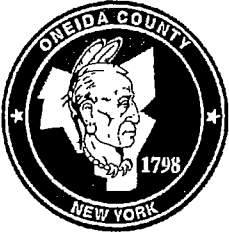
Very truly yours,



Scott D. McNamara  
Oneida County District Attorney

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cc: Hon. Gerald J. Fiorini, Chairman  
Hon. George Joseph, Majority Leader  
Hon. Philip M. Sacco, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Richard A. Flisnik, Chairman, Public Safety  
Thomas Keeler, Budget Director



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

May 16, 2016

FN 20 16-282

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

**PUBLIC SAFETY**

Dear County Executive Picente,

**WAYS & MEANS**

Please find enclosed three copies of a contract between Oneida County and Mercy Flight Central, Inc. for your signature. Mercy Flight will provide Oneida County with medical air transportation services on each Friday & Saturday from 7:00 a.m. - 7:00 p.m. from January 1, 2016 through May 31, 2016. Beginning June 1, 2016 and continuing through December 31, 2016, these services will be provided seven days a week during the same hours. It is expected that this additional availability will help to decrease the amount of transportation time from accident scenes or pickup locations to medical facilities for sick or injured persons.

The term of this agreement will be from January 1, 2016 through December 31, 2016, the cost is \$61,440.00 and it will be funded with County dollars from account #A3020.195.

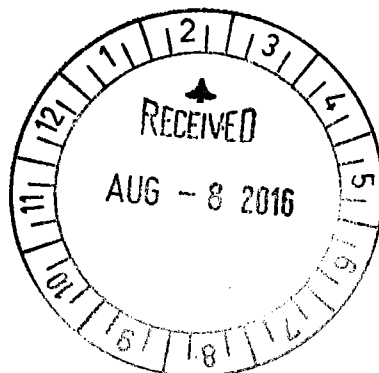
If you approve of this request, please forward to the Board of Legislators for their review and approval.

If I can be of further assistance please contact me.

Sincerely,

Kevin W. Revere,  
Director

kmg



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 8/8/16

Oneida Co. Department Emergency Services

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

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

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

**Oneida County Board of Legislators**

**Contract Summary**

**Name of Proposing Organization:** Mercy Flight Central, Inc.  
2420 Brickyard Road  
Canandaigua New York 14424

**Title of Activity or Services:** Air Medical Services

**Proposed Dates of Operations:** January 1, 2016 – December 31, 2016

**Client Population/Number to be Served:** Persons residing in or traveling through the geographical jurisdiction of Oneida County

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:** Mercy Flight will provide air medical services in Oneida County .

**2). Program/Service Objectives and Outcomes:** To decrease the amount of transportation time from accident scenes to medical facilities for sick or injured persons.

**3). Program Design and Staffing Level –** Professional staff and employees of the vendor.

**Total Funding Requested:** \$61,440.00

**Oneida County Dept. Funding Recommendation:** \$61,440.00 (A3020.195)

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

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

**Past performance Served:** N/A

**O.C. Department Staff Comments:** N/A

## ONEIDA COUNTY/MERCY FLIGHT AGREEMENT

THIS AGREEMENT by and between MERCY FLIGHT CENTRAL, INC., a non-profit organization, having offices at 2420 Brickyard Road, Canandaigua, NY 14424, hereinafter referred to as "MERCY FLIGHT," and the COUNTY OF ONEIDA, having offices at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "COUNTY".

WHEREAS, MERCY FLIGHT desires to participate in, and promote, air medical services within the COUNTY.

NOW, THEREFORE, the parties agree as follows:

1. GENERAL: MERCY FLIGHT shall provide services and activities as outlined below under the "Scope of Services" which services and activities shall be related to the mission of the COUNTY, that being, the County-wide provision of air medical services aimed at reducing the transportation time frame of sick or injured persons from on scene medical emergencies to a medical treatment facility.

2. TERM: This AGREEMENT shall be effective beginning January 1, 2016 through May 31, 2016 (the "First Term"); and from June 1, 2016 through December 31, 2016 (the "Second Term").

3. FEE: The COUNTY shall reimburse the MERCY FLIGHT at a rate of \$220.00 per day, two days a week for a total sum not to exceed \$11,440.00 dollars for the above for the First Term. The COUNTY shall reimburse the MERCY FLIGHT at a rate of \$220.00 per day, seven days a week for a total sum not to exceed \$50,000.00 for the Second Term.

- a) Payment shall be made upon receipt from MERCY FLIGHT of a properly completed voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a completed statistical report on forms provided by the COUNTY detailing MERCY FLIGHT's activities that were undertaken on behalf of the COUNTY.
- b) The COUNTY shall evaluate the effectiveness of the MERCY FLIGHT's participation in this AGREEMENT and reserves the right to adjust the agreement upon mutual agreement.
- c) The COUNTY reserves the right to conduct an on site program and/or fiscal audit of MERCY FLIGHT 's records as they relate to this agreement in a manner consistent with generally accepted accounting principles and program guidelines. MERCY FLIGHT shall make available all daily activity and related logs at the request of the COUNTY in order to verify program activity claimed by MERCY FLIGHT in claims made to the COUNTY.

4. GOVERNANCE AND OPERATING PROCEDURES: All activities associated with this AGREEMENT shall be governed by the official Policy and Procedures of the Oneida County Department of Emergency Services as same may be amended.



- a) MERCY FLIGHT 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.

5. CANCELLATION: The COUNTY reserves the right to cancel this AGREEMENT, upon 30 days written notice to MERCY FLIGHT. In the event of cancellation, the COUNTY will have no further obligation to MERCY FLIGHT 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.

6. ASSIGNMENT: This AGREEMENT may not be assigned by MERCY FLIGHT without the prior written consent of the COUNTY.

7. SCOPE OF SERVICES: In accordance with this AGREEMENT the COUNTY shall provide payment for, and MERCY FLIGHT shall provide, the following services:

- a) A helicopter, pilot and medical crew stationed at Griffiss International Airport from the hours of 7:00 a.m. to 7:00 p.m., every Friday and Saturday for the First Term;
- b) A helicopter, pilot and medical crew stationed at Griffiss International Airport twenty-four hours per day, every day, seven days per week, for the Second Term;
- c) Emergency medical response with said helicopter and a crew of air medical personnel when requested by the COUNTY;
- d) Attendance at meetings regarding the above services as deemed necessary for the purposes that enhance the mission of the COUNTY to improve air medical services.

8. PERFORMANCE OF SERVICES:

- a) MERCY FLIGHT represents that MERCY FLIGHT is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. MERCY FLIGHT shall use MERCY FLIGHT'S best efforts to perform the Services such that the results are satisfactory to the COUNTY. MERCY FLIGHT shall be solely responsible for determining the location, method, details and means of performing the Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- b) MERCY FLIGHT may, at MERCY FLIGHT'S own expense, employ or engage the services of such employees, subcontractors and/or partners as MERCY FLIGHT deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the COUNTY, and the COUNTY shall have no obligation to provide Assistants with any salary or benefits. MERCY FLIGHT shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the COUNTY, in compliance with any and all applicable Federal, State or Local Laws and Regulations. MERCY FLIGHT shall expressly advise the Assistants of the terms of this Agreement.
- c) MERCY FLIGHT acknowledges and agrees that MERCY FLIGHT and its Assistants have no authority to enter into contracts that bind the COUNTY or create obligations on the part of the COUNTY without the prior written authorization of the COUNTY.



- d) MERCY FLIGHT shall inform the COUNTY within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. MERCY FLIGHT maintains the right to do so at any time, and COUNTY maintains the right to contract with other individuals or entities to perform the same services.

9. INDEPENDENT CONTRACTOR STATUS:

- a) It is expressly agreed that the relationship of MERCY FLIGHT to the COUNTY shall be that of an Independent Contractor. MERCY FLIGHT shall not be considered an employee of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. MERCY FLIGHT, in accordance with its' status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY.
- b) MERCY FLIGHT warrants and represents that either (1) it is employed elsewhere either full or part time, and said employment is the main source of MERCY FLIGHT'S income, or (2) that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. MERCY FLIGHT and COUNTY agree that MERCY FLIGHT is free to undertake other work arrangements during the term of this Agreement, and may continue to make its' services available to the public.
- c) MERCY FLIGHT shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d) MERCY FLIGHT acknowledges and agrees that neither MERCY FLIGHT, nor its Assistants, shall be eligible for any COUNTY employee benefits, including retirement membership credits.
- e) MERCY FLIGHT shall be paid pursuant to IRS Form 1099, and shall be solely responsibility for applicable taxes for all compensation paid to MERCY FLIGHT or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to MERCY FLIGHT'S self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The COUNTY shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). MERCY FLIGHT shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- f) MERCY FLIGHT will indemnify and hold the COUNTY harmless from all loss or liability incurred by the COUNTY as a result of the COUNTY not making such payments or withholdings.

g) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges MERCY FLIGHT'S Independent Contractor status, it is agreed that both the COUNTY and MERCY FLIGHT shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

h) MERCY FLIGHT agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

10. SPECIAL REPORTS: MERCY FLIGHT shall notify the COUNTY of all responses on a monthly basis on a form to be determined by MERCY FLIGHT.

11. INSURANCE REQUIREMENTS: MERCY FLIGHT shall purchase and maintain insurance of the following types of coverage and limits of liability with an Insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

A) Aviation Liability coverage for the primary aircraft and any back-up aircraft, with limits of Insurance of not less than \$30,000,000 each occurrence and \$30,000,000 Products/Completed Operations Aggregate limit.

I) Each Aircraft Limit of \$30,000,000

Each Loss Limit of \$30,000,000

II) COUNTY, and all other parties required of the COUNTY, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's.

B) Commercial General Liability coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Aggregate limit. COUNTY, and all other parties required of the COUNTY, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's.

C) Emergency Services Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

D) Workers Compensation and Employers Liability Insurance

I) Statutory New York limits apply.

12. WAIVER OF SUBROGATION: MERCY FLIGHT waives all rights against COUNTY and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Aviation Commercial General Liability, Medical Malpractice Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

13. INDEMNIFICATION: MERCY FLIGHT shall defend, indemnify and hold harmless the COUNTY from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring, or resulting from property damage, personal injuries or death to persons arising occurring or resulting from or out of the work of MERCY FLIGHT and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by MERCY FLIGHT or failure on the part of MERCY FLIGHT to comply with any of the terms or conditions of this AGREEMENT.

- a) Neither MERCY FLIGHT nor its employees shall be deemed agents, partners, joint ventures or employees of the COUNTY for any purpose whatsoever, it being understood between the parties hereto that MERCY FLIGHT is and will be at all times an independent contractor.
- b) The COUNTY will not, during the period of the association with MERCY FLIGHT or at any time thereafter, regardless of the reason of the cessation of such association: (a) use any Confidential Information (as hereinafter defined) for its own benefit or for the benefit of any person or entity other than MERCY FLIGHT; (b) disclose to any other person or entity any Confidential Information; defined as (i) any and all policies, procedures, rules, clinical information, flight records, and financial information, and (ii) any similar or other trade secret or confidential information of MERCY FLIGHT or any vendor, supplier, distributor or customer concerning any of their respective businesses, policies, research, processes; and business operations and methods.

12. EXPENSES: MERCY FLIGHT is solely responsible for paying all of its' business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

13. TRAINING: MERCY FLIGHT shall not be required to attend or undergo any training by the COUNTY. MERCY FLIGHT shall be fully responsible for its' own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

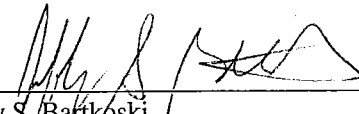
14. ENTIRE AGREEMENT: The terms of this AGREEMENT, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this AGREEMENT.

15. ADVICE OF COUNSEL: Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

MERCY FLIGHT CENTRAL, INC.

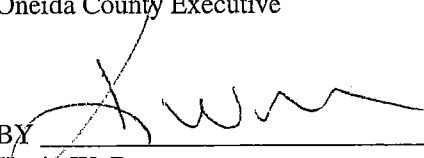
BY   
Jeffrey S. Bartkoski  
President & CEO

DATE 7/6/2016

ONEIDA COUNTY

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

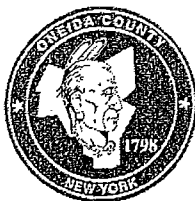
DATE \_\_\_\_\_

  
BY \_\_\_\_\_  
Kevin W. Revere  
Director of Emergency Services

DATE 7/19/16

Approved:

\_\_\_\_\_  
Raymond F. Bara  
Assistant County Attorney



### ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

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

July 28, 2016

FN 20 16-287

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

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

**GOVERNMENT OPERATIONS**

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

**WAYS & MEANS**

Date 7/29/16

Subject: Contract Recommendation – Northland Communications 36-month contract for Multi-Protocol Label Switching (MPLS) network connections and dedicated Internet

Dear County Executive Picente:

Oneida County has MPLS network connections installed in the following locations:

1. 800 Park Ave., Utica
2. 300 W. Dominick St., Rome
3. 301 W. Dominick St., Rome
4. 930 York St., Utica
5. 120 Airline St., Oriskany
6. 321 Main St., Utica
7. 6000 Airport Rd., Oriskany
8. 406 Elizabeth St., Utica
9. 185 Genesee St., Utica
10. 200 Base Rd., Oriskany



We also have a Northland dedicated Internet connection at 800 Park Ave., and as a part of this new contract, I am recommending that we add dedicated Internet at 120 Airline St., Oriskany so that it can be available for Disaster Recovery purposes.

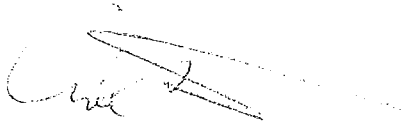
Oneida County selected an MPLS network solution beginning in 2010 because:

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

Attached for your review and consideration is a new 36-month contract with Northland Communications located at 317 Court Street, Utica, NY to provide MPLS and dedicated Internet connections for Oneida County. Value of this contract is \$216,291.60.

I respectfully request that you forward this contract recommendation to the Board of Legislators for consideration and approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Anne B. Hartman", written over a horizontal line.

Anne B. Hartman  
Director, Central Services

Attachments:

1. 3 Copies of Northland Communications Service Agreement for Oneida County Central Services signed by Northland
2. Northland Communications Dedicated Internet, Cloud and MPLS Service Level Agreement (SLA)

Oneida Co. Department: Central Services

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Northland Communications  
317 Court Street  
Utica, NY

**Title of Activity or Service:** MPLS and Dedicated Internet Upgrades

**Proposed Dates of Operation:** October 3, 2016 to October 2, 2019

**Client Population/Number to be Served:** 850 County users

**Summary Statements**

**1) Narrative Description of Proposed Services:** MPLS network connections for County facilities located at 800 Park Ave., 300 W. Dominick, 301 W. Dominick, 930 York St., 120 Airline St., 321 Main St., 6000 Airport Rd., 406 Elizabeth St., 185 Genesee St. and 200 Base Rd. Dedicated Internet at 800 Park Ave. and 120 Airline St.

**2) Program/Service Objectives and Outcomes:** Maintain efficient and effective network and Internet connectivity at County facilities and add a dedicated Internet connection at the County's Disaster Recovery location in Oriskany.

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

**Total Funding Requested:** \$216,291.60                      **Account # 1610.492**

**Oneida County Dept. Funding Recommendation:** \$216,291.60

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

**Cost Per Client Served:** Approximately \$254.46 per user for 3 years of network access

**Past Performance Data:** Northland MPLS and dedicated Internet has been extremely reliable since 2010

**O.C. Department Staff Comments:** Recommend service upgrade based on excellent reliability for Oneida County Users





1 Dupli Park Dr, 5<sup>th</sup> Floor, Syracuse, NY 13204  
 Phone: (315)671-6200 Fax: (315)671-6060

317 Court St, Utica, NY 13502  
 Phone: (315)624-2000 Fax: (315)624-0265

## NORTHLAND COMMUNICATIONS SERVICE AGREEMENT FOR ONEIDA COUNTY CENTRAL SERVICES

Effective October 3, 2016, 2016 Northland Communications and Oneida County Central Services will enter into the following agreement for the period of 36 months. Northland Communications will provide the following list of services at the location(s) listed below.

| VOICE/FACILITY SERVICE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                 |                |                       |                                                                                                                                                                                          | ORDER INFORMATION                                                                                                                                                                                       |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <u>Units</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>Service</u>                                  | <u>Rate</u>    | <u>Monthly</u>        | <u>Install Charge</u>                                                                                                                                                                    | <input checked="" type="checkbox"/>                                                                                                                                                                     | <b>New Contract</b> |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 50M Fiber Local Loop - 800 Park Ave., Utica, NY | \$ 400.00      | \$ 400.00             | N/A                                                                                                                                                                                      | The terms for the services contained in this contract are effective at such time services are available for customer use.                                                                               |                     |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 30M Local Loop - 300 W Dominick St., Rome, NY   | \$ 400.00      | \$ 400.00             | N/A                                                                                                                                                                                      | <input type="checkbox"/> <b>Existing Contract (Addendum)</b>                                                                                                                                            |                     |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 10M Local Loop - 301 W Dominick St., Rome, NY   | \$ 300.00      | \$ 300.00             | N/A                                                                                                                                                                                      | Northland Communications will amend the existing agreement dated (LAST AMENDED DATE). All terms and conditions of the original contracted dated (ORIGINAL CONTRACT DATE) will apply.                    |                     |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 10M Local Loop - 930 York St., Utica NY         | \$ 300.00      | \$ 300.00             | N/A                                                                                                                                                                                      | Incorporate: Extend existing contract to:                                                                                                                                                               |                     |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 30M Local Loop - 120 Airline Dr., Oriskany, NY  | \$ 400.00      | \$ 400.00             | N/A                                                                                                                                                                                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Schedule A Terms and Conditions</b>                                                                                              |                     |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 5M Local Loop - 321 Main St., Utica, NY         | \$ 300.00      | \$ 300.00             | N/A                                                                                                                                                                                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Internet Installation Process</b>                                                                                                |                     |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 30M Local Loop - 6000 Airport Rd., Oriskany, NY | \$ 400.00      | \$ 400.00             | N/A                                                                                                                                                                                      | <b>CANCELLATION OF CIRCUITS</b><br>Any private network circuits with Northland or any other provider, require a minimum 30 day written notification to cancel the circuits to the appropriate provider. |                     |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 10M Local Loop - 406 Elizabeth St., Utica, NY   | \$ 400.00      | \$ 400.00             | N/A                                                                                                                                                                                      |                                                                                                                                                                                                         |                     |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 30M Local Loop - 185 Genesee St., Utica, NY     | \$ 325.00      | \$ 325.00             | N/A                                                                                                                                                                                      |                                                                                                                                                                                                         |                     |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 3M Local Loop - 200 Base Rd., Oriskany, NY      | \$ 275.00      | \$ 275.00             | N/A                                                                                                                                                                                      |                                                                                                                                                                                                         |                     |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 3M Local Loop - 200 Base Rd., Oriskany, NY      | \$ 275.00      | \$ 275.00             | N/A                                                                                                                                                                                      |                                                                                                                                                                                                         |                     |
| <b>PRIVATE DATA NETWORK</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                 |                |                       |                                                                                                                                                                                          | Initials _____ Date _____                                                                                                                                                                               |                     |
| Northland provides tariffed and non-tariffed network facilities. In the event that tariffed facilities are used, the pricing is reflective of tariffed services purchased from another network provider on behalf of Oneida County, plus a monthly access coordination charge for services performed by Northland Communications. In the event of a tariff change by the other network provider, Northland Communications reserves the right to adjust this pricing in accordance with the tariffed rate change. |                                                 |                |                       |                                                                                                                                                                                          |                                                                                                                                                                                                         |                     |
| <u>Service</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                 | <u>Monthly</u> | <u>Install Charge</u> | <b>ADDITIONAL INFORMATION</b>                                                                                                                                                            |                                                                                                                                                                                                         |                     |
| MPLS Data Network (50M Fiber) - 800 Park Ave, Utica, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 | \$ 197.11      | N/A                   | Pricing is subject to change, without the bundled services of Northland which may include local usage, long distance, dedicated Internet, communications equipment and/or data services. |                                                                                                                                                                                                         |                     |
| MPLS Data Network (30M) - 300 W Dominick St., Rome, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                 | \$ 197.11      | N/A                   | Additional installation charges may apply for inside wiring beyond the Telco demarcation location.                                                                                       |                                                                                                                                                                                                         |                     |
| MPLS Data Network (10M) - 301 W Dominick St., Rome, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                 | \$ 197.11      | N/A                   | Taxes and surcharges are not included in the pricing.                                                                                                                                    |                                                                                                                                                                                                         |                     |
| MPLS Data Network (10M) - 930 York St., Utica, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                 | \$ 197.11      | N/A                   | Initials _____ Date _____                                                                                                                                                                |                                                                                                                                                                                                         |                     |
| MPLS Data Network (30M) -120 Airline Drive, Oriskany, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                 | \$ 197.11      | N/A                   | <b>VENDOR INFORMATION</b>                                                                                                                                                                |                                                                                                                                                                                                         |                     |
| MPLS Data Network (5M) - 321 Main St., Utica, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                 | \$ 119.11      | N/A                   | All vendor related charges are the responsibility of the customer, if required.                                                                                                          |                                                                                                                                                                                                         |                     |
| MPLS Data Network (30M) 6000 Airport Rd., Oriskany, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                 | \$ 197.11      | N/A                   | Initials _____ Date _____                                                                                                                                                                |                                                                                                                                                                                                         |                     |
| MPLS Data Network (30M) 406 Elizabeth St., Utica, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                 | \$ 197.11      | N/A                   | <b>CUSTOMER AGREEMENT</b>                                                                                                                                                                |                                                                                                                                                                                                         |                     |
| MPLS Data Network (30M) 185 Genesee St., Utica, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                 | \$ 197.11      | N/A                   | I agree to the terms and conditions of this Service Agreement.                                                                                                                           |                                                                                                                                                                                                         |                     |
| MPLS Data Network (3M) 200 Base Rd., Oriskany, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                 | \$ 112.11      | N/A                   | Customer Name & Title _____                                                                                                                                                              |                                                                                                                                                                                                         |                     |
| <b>INTERNET</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |                |                       |                                                                                                                                                                                          | Signature _____ Date _____                                                                                                                                                                              |                     |
| Northland Communications will provide dedicated Internet access using IP routing.                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                 |                |                       |                                                                                                                                                                                          |                                                                                                                                                                                                         |                     |
| <u>Service</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                 | <u>Monthly</u> | <u>Install Charge</u> | Northland Authorized Signature _____ Date _____                                                                                                                                          |                                                                                                                                                                                                         |                     |
| 50M Dedicated Internet - 800 Park Ave., Utica, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                 | \$ 500.00      | N/A                   |                                                                                                                                                                                          |                                                                                                                                                                                                         |                     |
| 5M Dedicated Internet - 120 Airline Drive, Oriskany, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 | \$ 200.00      | Waived                |                                                                                                                                                                                          |                                                                                                                                                                                                         |                     |

**NORTHLAND COMMUNICATIONS  
STANDARD TERMS AND CONDITIONS**

The parties hereby mutually agree as follows:

**Incorporation of Tariffs:** The services provided pursuant to this Agreement are governed by tariffs filed with and approved by regulatory authorities having jurisdiction over such services, as they may be in effect from time to time, including the Federal Communications Commission and the New York State Public Service Commission. All rates, terms and conditions set forth in such tariffs, shall apply to and govern the provision of service under this Agreement and the relationship of the parties hereto, and such tariffs are specifically incorporated by reference into this Agreement.

**Financial Responsibility:** Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by Northland Communications (NC) within (30) days of the invoice date, NC may at any time thereafter discontinue service, and/or terminate this Agreement, and/or impose a late charge of one and one-half percent (1 ½%) per month of the balance due, or such lesser maximum charge as permitted by applicable law. NC may, in addition, apply any Customer deposit to the unpaid bill. Customer agrees to pay NC all NC's costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees.

**Terms and Conditions for Voice / Facility Services, Private/ Data Network & Internet Services:** Customer agrees to follow standard Acceptable Use Policy (AUP) Guidelines (<http://www.dreamscape.com/aup>).

**Termination Charges:** Should the customer choose to deactivate any service before the end of the contract term, the customer will incur one or both of the cost considerations outlined below:

1. An early termination penalty consisting of the total of any promotional discounts, credits, or waivers identified on page 1 of 2 on this document and additionally, any monthly charges for the remaining months and fraction thereof through the end of the contract term.
2. Upon termination of part of a bundle of services, which may include local usage, long distance, dedicated Internet, communications equipment and/or data services; any remaining service pricing is subject to change for the remainder of the specified term.

**Liability of NC:** The liability and obligation of the carrier to the Customer may be specifically controlled and limited by such tariffs, which provide that carrier shall have no liability of any nature in the absence of gross negligence or willful misconduct, and that, in any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise, the Customer's exclusive remedy, and the total liability of carrier and/or any supplier of services to carrier, arising out of or in any way connected directly or indirectly, with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, shall be limited to payment by carrier in any amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omission, interruptions, delays, errors or defects in transmission occur. In no event shall carrier and/or any supplier of

services be liable to customer for any special, consequential or incidental damages.

**General Provisions:** Except for the incorporation of terms of tariffs from time to time on file with regulatory authority, there are no terms, conditions or obligations other than those contained herein. There are no written or verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. The carrier makes no warranties or representations express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein. No waiver of any breach of this Agreement will be implied or will be deemed a waiver of any future breach. This Agreement shall in all respects be governed by and construed in accordance with the law of the State of New York, including all matters of construction, performance and validity. Neither party may assign this Agreement, or any interest herein or part hereof, by operation of law or otherwise, without the express written consent of the other party which shall not be unreasonably withheld. In the event that any of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement which shall be construed as if containing such provision and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertaking of the parties hereto. Introductory headings used in the Agreement are solely for the convenience of the parties and do limit the content of the respective paragraphs hereof.

**Network Equipment:** Provision of NC services to Customer may require the installation of channel banks/data equipment. Unless otherwise contracted in writing by both parties equipment will remain the property of NC. Upon termination of service, the said channel bank/data equipment will be returned to Northland Communications. Should equipment not be returned in working condition (reasonable wear and tear accepted) customer must pay replacement cost.

**Customer Proprietary Network Information (CPNI):** CPNI is any information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. CPNI also includes information contained in the bills pertaining to the telephone exchange service or telephone toll service received by a customer of a carrier. You have a right and Northland Communications has a duty, under Federal Law, to protect the confidentiality of CPNI.

We may use or share your CPNI information with our affiliates, agents, and contractors solely for the purpose of developing or bringing to your attention any products or services. You have the right to deny our use of your CPNI for these purposes, or to "opt-out". Denying approval for us to use your CPNI will not affect your services. Granting approval will enhance our ability to offer you new products and services tailored to your needs.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**NORTHLAND COMMUNICATIONS  
SCHEDULE A TERMS AND CONDITIONS  
ONEIDA COUNTY CENTRAL SERVICES  
Effective October 3, 2016**

Three year contract renewal for all connections listed on contract page with the exclusion of 200 Base Rd, Oriskany NY.

In the event that Oneida County signs over the space at 200 Base Road, Oriskany NY to another party prior to June 1, 2017, Northland Communications will allow for the termination of the MPLS connection at that location without an early termination penalty.

In the event that Oneida County does not sign over the space at 200 Base Road, Oriskany NY prior to June 1, 2017, the monthly rate as shown will continue for the remaining term of this agreement.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
Signature)

\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Northland Authorized Signature)

\_\_\_\_\_  
(Date)



## Introduction

Northland's Service Level Agreement (SLA) specifies minimum service levels measured as Service Availability, Network Latency, Packet Loss and Jitter. This SLA applies to Internet and MPLS services delivered over T1, Ethernet, fiber optic facilities and wireless only.

### I. Service Availability for Network Connectivity

Service Availability is defined as a customer's ability to exchange IP packets with Northland's network through network components provided or owned by Northland. Service availability is continuously monitored by logging any connectivity status changes on the customer's router. If there is no connectivity for **10 consecutive minutes**, the service is considered to be in a "network outage" situation. If the outage is a result of a failure of any component on Northland's network or customer premise equipment supplied and managed by Northland, Northland will issue a credit based on the length of the outage, subject to the "Eligible Service Credit" and "Service Credit Process" below. Service outages caused by planned maintenance, unauthorized modification of installed hardware, excessive bandwidth use caused by the customer, failure of telco circuits, power failures or failure of any customer premises equipment obtained from a source other than Northland are not covered by this Service Availability Agreement and are not eligible for compensation. Situations where Northland cannot reach the technical contact and/or arrange access to customer premise for repair may also not be eligible for some or all credit. For Northland products that are not supported 24/7, credits may only apply for outages that occur during business hours.

For any outage that occurs during business hours, (Mon-Fri 8am – 6pm), Northland will provide 1 day of credit for each complete hour of the outage. During non-business hours (nights, weekends and holidays), Northland will provide 1-day credit for any outage lasting more than 1 hour. A maximum of **15 days** of credit may be provided during any single month. One day's credit is based on 1/30th of the monthly service charge.

#### Minimum Service Level Guarantee Metric

The following metric describes the minimum percentage of time each month that network connectivity is guaranteed to be available, subject to exclusions above. Should this target not be met, the customer may be eligible for credit as described above.

| Service Level Guarantee | Metric  |
|-------------------------|---------|
| Network Availability    | 99.999% |



## II. Service Availability for Cloud Computing Services

Service availability for cloud servers is defined as Northland's ability to provide a fully functional infrastructure that can support a running operating system based on the specifications (RAM, CPU and Disk) purchased by the customer.

Service availability for cloud storage and cloud backup is defined as Northland's ability to provide storage that is operable and readily available to customers over network connections (such as internet or MPLS connections).

Service availability is continuously monitored by logging the operational status of Northland's cloud infrastructure. If the infrastructure that supports the customer's service is inoperable for 10 consecutive minutes, the service is considered to be in an "outage" situation.

Service outages caused by planned maintenance, issues caused by customer's operating system or software applications, excessive bandwidth use caused by the customer or failure of equipment or network connections at the customer's location are not covered by this Service Availability Agreement and are not eligible for compensation.

Northland will provide 1 day of credit for each complete hour of the outage. A maximum of **15 days** of credit may be provided during any single month. One day's credit is based on 1/30th of the monthly service charge.

## III. Network Latency Guarantee

Network Latency refers to the amount of time (Round Trip Time) that it takes for an IP packet to traverse Northland's network backbone. Northland monitors latency at regular intervals and compiles the data into a monthly average. Northland target objective is to maintain the following standard:

| Type of Connection                                         | Metric |
|------------------------------------------------------------|--------|
| T1, Ethernet, Optical and licensed point to point wireless | 45ms   |
| NorthAir Wireless                                          | 80ms   |

Network Latency Credit: In the event that guaranteed network latency measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30<sup>th</sup> of the monthly service charge).



**IV. Packet Loss**

“Packet Loss” is a measurement of the percentage of packets that are dropped on the Northland network backbone. Northland monitors packet loss at regular intervals and compiles the data into a monthly average. Northland’s target objective is to meet the following standard:

| Type of Connection                                         | Metric |
|------------------------------------------------------------|--------|
| T1, Ethernet, Optical and licensed point to point wireless | .05%   |
| NorthAir Wireless                                          | 1%     |

Packet Loss Credit: In the event that guaranteed packet loss measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30<sup>th</sup> of the monthly service charge), for each day the measurement is not met.

**V. Jitter**

“Jitter” is a measurement of packet delay variation between network nodes on the Northland network backbone. Northland monitors jitter at regular intervals using packet tests and compiles the data into a monthly average. Northland’s target objective is to maintain the following standard:

| Type of Connection                                         | Metric |
|------------------------------------------------------------|--------|
| T1, Ethernet, Optical and licensed point to point wireless | 2ms    |
| NorthAir Wireless                                          | 150ms  |

Jitter Credit: In the event that jitter loss measurement standards are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30<sup>th</sup> of the monthly service charge), for each day the measurement is not met



## **VI. Mean Time to Restore**

The mean time to restore (MTTR) measurement is the average time between the start of a service impacting issue and the resolution of the issue.

There are two (2) priority levels of Trouble Ticket severity (Critical and Major).

MTTR objectives for each severity level is:

|                       |                        |
|-----------------------|------------------------|
| Severity 1 – Critical | Average within 2 hours |
| Severity 2 – Major    | Average within 4 hours |

“Severity 1 – Critical” is defined as a complete outage affecting Customer's Service.

“Severity 2 – Major” is defined as a partial outage or service degradation affecting Customer's Service.

## **VII. Exclusivity of Remedy**

The credits described herein are customer's sole remedy for failure to meet any criteria, standard, measurement, goal, or objective set forth in this Service Level Agreement, regardless of cause. In no event shall the cumulative credits for all missed measurements in any month exceed the payments by Customer for recurring charges in that month.

## **VIII. Eligible Service Credits**

Credits are based on Internet or MPLS bandwidth charges only and only apply to the specific circuit or affected service. This excludes credit for any other fees that might be charged to the customer. This includes, but is not limited to, set-up fees, local loop fees, muxing charges, and fees for additional services such as additional IP addresses, support charges, and other services.

## **IX. Service Credit Process:**

### **Filing Period**

Claims for service availability credits must be submitted within 2 weeks of the event. Network Latency, Jitter and Packet Loss claims must be submitted within 30 days after the last day of the month when service levels are not met.



### **Claim Process**

Customer must submit the required information by electronic mail to:

[sla-claims@northlandcom.com](mailto:sla-claims@northlandcom.com)

Northland will acknowledge all claims within two business days and will review all claims within ten business days of receipt. Customer will be informed by electronic mail whether the appropriate service credit claim will be granted or rejected. If rejected, the notification will specify the basis for rejection. Customer has the right to contest any rejection of credit issued by Northland.

### **Required Information**

The claim must include the following information:

- a. Organization name
- b. Administrative Contact's name and contact information
- c. Date and beginning/end time of outage or failed metric
- d. Brief description of the characteristics of the outage or failed metric.

### **Credit Process**

Approved Service Level Guarantee credits will be applied to the Customer's billing during the billing cycle following the claim approval.

### **Policy Change**

Northland reserves the right to change, amend, or revise this policy at any time.

The Northland Network does not include equipment located at Customer's premises whether or not provided by Northland, telephone circuits or networks between a POP and Customer's location, inactive POPs, or any networks, network equipment, or telephone circuits not owned or controlled by Northland.



ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



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

## Oneida County Department of Public Works

6000 Airport Road, Oriskany, New York 13424  
Phone: (315) 793-6219 Fax: (315) 768-6299

May 20, 2016

FN 20 16-284

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

### PUBLIC WORKS WAYS & MEANS

Dear County Executive Picente:

This is a request to consider agreements between the County of Oneida and the involved Cities, Towns and Villages for road striping for the 2016 season.

Attached is an agreement with the Town of Deerfield that will serve as the master template for all other municipal agreements of this type. The language in most of the agreements is the same with the exception of those who utilize sharing of services, such as those wherein we will stripe certain roads, and in turn, that municipality will sweep or ditch County roads. The County purchases all materials and is reimbursed by the various municipalities at a pre-determined cost.

I respectfully request that the Public Works and Ways and Means Committees consider this agreement, with presentation to the Board of Legislators at their next regular scheduled meeting.

Sincerely,

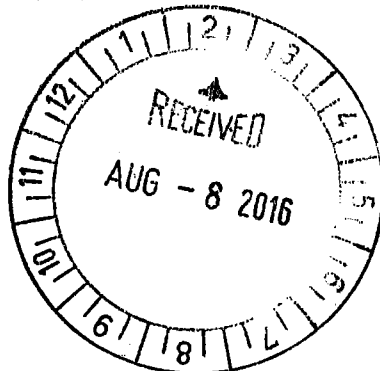
Dennis S. Davis  
Commissioner  
Department of Public Works

cc: County Attorney  
Highways, Bridges & Structures

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

Anthony J. Picente, Jr.  
County Executive

Date 8/8/16



**Oneida Co. Department: Public Works – Highways & Bridges**

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other**     X    

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Town of Deerfield  
6329 Walker Road  
Deerfield, NY 13502

**Title of Activity or Service:** Striping of various roads – Town of Deerfield

- Contract to be used as the master template for all road striping contracts for 2016.

**Proposed Dates of Operation:** May 1, 2016 – Nov 1, 2016

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

**Summary Statements**

**1) Narrative Description of Proposed Services**

Painting centerline stripes and edge lines per Exhibit A provided from Town.

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

Revenue for the County of \$9,875.00 based on roads listed in Exhibit A from Town.

**3) Program Design and Staffing**

**Total Funding Requested:** \$9,829.20

**Account # D1710**

**Oneida County Dept. Funding Recommendation:** \$9,829.20

**Proposed Funding Sources (Federal \$/ State \$/County \$):** N/A (Revenue)

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

**Past Performance Data:** N/A

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

**ONEIDA COUNTY – TOWN/VILLAGE PAVEMENT MARKING AGREEMENT 2016**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as “COUNTY” and the Town of Deerfield, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called “TOWN”, collectively, “Parties”.

WHEREAS, the COUNTY proposes to perform striping on the improved Town road system located within the geographical boundaries of Town.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, COUNTY and TOWN agree as follows:

1. TERMS:

- 1.1. The term of this Agreement shall be from May 1, 2016, to November 1, 2016.
- 1.2. The COUNTY shall perform work in the form of pavement marking and/or striping of improved TOWN road system (hereinafter referred to as the “Roads”), as outlined in attached **Exhibit A**. Exhibit A includes the exact Roads to be striped including the mileage, and center line(s) and edge line(s) where the striping is to be performed by the COUNTY.
- 1.3. The COUNTY will furnish machinery, materials and labor to perform striping on the Roads.
- 1.4. The TOWN shall be responsible for identifying the Roads, including but not including but not limited to center lines and edge lines, and determining mileage of TOWN Roads under this Agreement.
- 1.5. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.
- 1.6. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

2. PAYMENT:

- 2.1. The TOWN agrees to reimburse the COUNTY for all labor, materials and, equipment used by the COUNTY to perform striping of the Roads.

2.2. The price for the striping shall be an amount per mile as set forth in **Exhibit B.**

3. INDEMNIFICATION:

3.1. The COUNTY agrees that it shall defend, indemnify and hold harmless the TOWN from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the COUNTY and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the COUNTY or failure on the part of the COUNTY to comply with any of the covenants, terms or conditions of this Agreement.

3.2. The COUNTY shall NOT be required to defend, indemnify and/or hold harmless the TOWN against claims alleging negligent acts of commission or omission attributable to the TOWN, including claims alleging negligent identification of the Roads by the TOWN including but not limited to information contained in Exhibit A, or claims alleging negligent design and/or signing of the Roads.

4.

5. NON ASSIGNMENT:

5.1. No assignment by either of the Parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the Parties until their written consent has been obtained.

6. SEVERABILITY CLAUSE:

6.1. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.

7. CHOICE OF LAW/FORUM:

7.1. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement , it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

7.2. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

8. ENTIRE AGREEMENT:

- 8.1. This Agreement contains the binding contract between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
- 8.2. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
- 8.3. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.
- 8.4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

9. TERMINATION:

- 9.1. This Agreement may be terminated by either Party, for any reason, upon thirty (30) day's written notice. In such event, COUNTY shall be entitled to compensation as provided for herein for all services performed up to and including the date of termination.

10. AUTHORITY TO ACT/SIGN:

- 10.1. The TOWN hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by TOWN of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the TOWN ; no other action on the part of the TOWN or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the TOWN to enter into this Agreement, or to consummate the transactions contemplated herein.

11. ADVICE OF COUNSEL:

- 11.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[THIS SECTION INTENTIONALLY LEFT BLANK]

COUNTY OF ONEIDA

By: \_\_\_\_\_  
Dennis S. Davis, Commissioner  
Oneida County DPW

COUNTY OF ONEIDA

By: \_\_\_\_\_  
Anthony J. Picente Jr.  
Oneida County Executive

APPROVED

By: \_\_\_\_\_  
Merima Smajic, Assistant Oneida County  
Attorney

TOWN OF DEERFIELD

By: \_\_\_\_\_  
Town Supervisor

By: \_\_\_\_\_  
Highway Superintendent

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



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

## *Oneida County Department of Public Works*

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

May 20, 2016

RE: 2016 TOWN/VILLAGE PAVEMENT MARKING AGREEMENTS HAVE BEEN SENT TO THE FOLLOWING TOWNS & VILLAGES WITH SPECIFIED STIPULATIONS:

|                           |                                                                                                                                                                                                                                                    |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Town of Deerfield         | Reimburse for labor, machinery & materials                                                                                                                                                                                                         |
| Town of Kirkland          | Reimburse for labor, machinery & materials                                                                                                                                                                                                         |
| Town of Marcy             | Reimburse for materials and ditch 26.7 hrs. on County Roads to cover labor & expenses for 22.11 centerline miles and 5.5 edgeline miles. Any change to miles being striped will adjust ditching.                                                   |
| Town of New Hartford      | Reimburse for labor, machinery & materials                                                                                                                                                                                                         |
| Town of Paris             | Reimburse for materials. The Town agrees to sweep County roads, approximately 71 hours and ditch 29 hours to cover labor and equipment on 39.53 centerline miles and 15.65 edgeline miles. Any change to miles being striped will adjust ditching. |
| Town of Remsen            | Reimburse for labor, machinery & materials                                                                                                                                                                                                         |
| Town of Sangerfield       | Reimburse for labor, machinery & materials                                                                                                                                                                                                         |
| Town of Whitestown        | Reimburse for labor, machinery & materials                                                                                                                                                                                                         |
| Village of Holland Patent | Reimburse for labor, machinery & materials                                                                                                                                                                                                         |
| Village of New York Mills | Reimburse for labor, machinery & materials                                                                                                                                                                                                         |
| Village of Oriskany       | Reimburse for labor, machinery & materials                                                                                                                                                                                                         |
| Village of Remsen         | Reimburse for labor, machinery & materials                                                                                                                                                                                                         |
| Village of Yorkville      | Reimburse for labor, machinery & materials                                                                                                                                                                                                         |
| City of Sherrill          | Reimburse for labor, machinery & materials                                                                                                                                                                                                         |





# EXHIBIT B

## MATERIAL COST FOR PAINTING 2016

### MATERIAL COST FOR PAINT

|                                                                                                                                                       |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| PER GALLON COST FOR YELLOW PAINT                                                                                                                      | \$8.80   |
| PER GALLON COST FOR WHITE PAINT                                                                                                                       | \$8.55   |
| BEAD COST PER POUND                                                                                                                                   | \$0.2982 |
| EQUIPMENT COST PER HOUR                                                                                                                               | \$115.32 |
| LABOR COST PER HOUR                                                                                                                                   | \$189.41 |
| (2-PERSONNEL IN STRIPPER, 2-PERSONNEL IN CONE TRUCK, 1-PERSON IN FOLLOW TRUCK,<br>1-PERSON IN MARKOUT TRUCK = \$122.20 + FRINGE = \$67.21 = \$189.41) |          |

---

### COST PER MILE FOR CENTER

|                                             |          |                 |
|---------------------------------------------|----------|-----------------|
| 26 GALLONS YELLOW PAINT PER MILE @ \$8.80   | =        | \$228.80        |
| 6 LBS BEADS PER GALLON = 156 LBS @ \$0.2982 | =        | \$ 46.52        |
| EQUIPMENT COST                              | =        | \$115.32        |
| PERSONNEL COST                              | =        | \$189.41        |
| <b>TOTAL COST PER MILE CENTER LINE</b>      | <b>=</b> | <b>\$580.05</b> |

### COST PER MILE FOR EDGE LINE

|                                             |          |                 |
|---------------------------------------------|----------|-----------------|
| 22 GALLONS WHITE PAINT PER MILE @ \$8.55    | =        | \$188.10        |
| 6 LBS BEADS PER GALLON = 132 LBS @ \$0.2982 | =        | \$ 39.36        |
| EQUIPMENT COST                              | =        | \$115.32        |
| PERSONNEL COST                              | =        | \$189.41        |
| <b>TOTAL COST PER MILE EDGE LINE</b>        | <b>=</b> | <b>\$532.19</b> |

# Griffiss International Airport



660 Hangar Road, Suite 223  
Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568

**ANTHONY J. PICENTE, JR.**  
County Executive

**RUSSELL STARK**  
Commissioner of Aviation

May 5, 2016

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

FN 20 16-285

**AIRPORT**

Re: Lease Agreement- Mercy Flight Central, Inc.

**WAYS & MEANS**

Dear Mr. Picente:

Please consider acceptance of this Lease Agreement between Oneida County, Department of Aviation and Mercy Flight Central, Inc.

The Lease Agreement provides for a term of two (2) years, and provides for \$0.0 revenue for the length of the Lease.

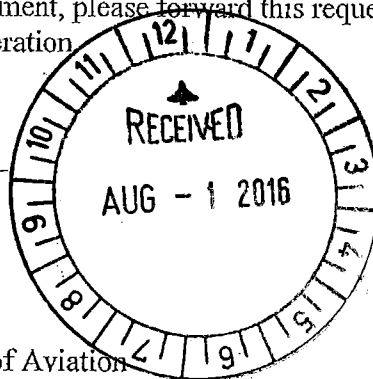
Mercy Flight Central has been a part time tenant located in building 100 for the past year. They would like to begin 24hour operations from Griffiss and require additional space to co-locate the crews and aircraft.

The lease calls for the operations and crews to be located in the second floor of building 782 and the aircraft to be located in building 783.

If you concur with this agreement, please forward this request to the Oneida County Board of Legislatures for their consideration

Sincerely,

Russell Stark  
Commissioner  
Oneida County Department of Aviation



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

Anthony J. Picente, Jr.  
County Executive

Date 7/28/16

Oneida Co. Department:

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

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name & Address of Vendor:**

Mercy Flight Central, Inc.  
2420 Brickyard Road  
Canandaigua, NY 14424

**Title of Activity or Service:**

Lease Agreement for office space in Building 782, and hangar space in building 783.

**Proposed Dates of Operation:**

May 31, 2016 – May 30, 2018

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

**Summary Statements**

1) Narrative Description of Proposed Services:

This Lease Agreement will lease 1000+/- sq ft of space in Building 782 for the Mercy flight operations and crews and hangar space in building 783 for the Mercy Flight Aircraft a BK 117 helicopter.

2) Program/Service Objectives and Outcomes:

**The Lease Agreement provides for a term of two (2) years, and provides for \$0.0 revenue for the length of the Lease. Mercy Flight provides aeromedical evacuation and patient transfers from Griffiss International to the surrounding area.**

3) Program Design and Staffing: N/A

**Total Funding Requested: \$0.00**

**Account #: A5620**

**Oneida County Dept. Funding Recommendation:**

**Proposed Funding Sources (Federal \$/ State \$/County \$): This is a non-revenue generating Lease**

**Cost Per Client Served: \$0.00**

**Past Performance Data: N/A**

**O.C. Department Staff Comments:**

# Griffiss International Airport



660 Hangar Road, Suite 223  
Rome, NY 13441  
Telephone: 315-736-4171 / Fax: 315-736-0568

**ANTHONY J. PICENTE, JR.**  
County Executive

**RUSSELL STARK**  
Commissioner of Aviation

## ***LEASE AGREEMENT***

This LEASE AGREEMENT (hereafter referred to as the "Lease" or "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and **MERCY FLIGHT CENTRAL, INC.**, a domestic not-for-profit corporation organized under the laws of the State of New York, with its principal place of business at 2420 Brickyard Road, Canandaigua NY 14424, with offices at 645 Bomber Drive, Rome, NY 13441, (hereinafter referred to as "Tenant");

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of \$1.00 lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### **1. Description and Use.**

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 1,000+/- square feet of building space within the building commonly referred to as the "Nose Dock 782" situated at 645 Bomber Drive, Rome, New York, and 1,500+/- square feet of hangar space within the building commonly referred to as "Nose Dock 783" situated at 635 Bomber Drive, Rome, NY as more particularly shown on **Exhibit "A"** annexed hereto, hereinafter referred to as "Demised Premises".

b. The Demised Premises shall be used by Tenant for the purpose of conducting, performing and providing services commonly and routinely provided by an Aeromedical service provider.

c. Said use shall be conducted in compliance with applicable building and/or fire codes and Tenant shall comply with all the General Terms and Conditions annexed hereto and marked as **Exhibit "B"**.

### **2. Term.**

a. The Term of this Agreement shall be for a period of two (2) years, commencing on May 31, 2016 and ending on May 30, 2018 (the "Initial Term"), unless this Agreement is sooner terminated in accordance herewith by either party providing sixty (60) days advance written notice.

B

b. In the event the Tenant remains in possession of the Demised Premises after the expiration of the Initial Term or the Renewal Term as the case may be, the Tenant shall be deemed to be occupying the Demised Premises as a Tenant from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of this Agreement insofar as they are applicable to a month-to-month tenancy until the Demised Premises are vacated by the Tenant or until the parties enter into a new Agreement, whichever is sooner. Also, in this event, the Tenant hereby agrees that the rent to be charged during such month-to-month tenancy shall be increased by adding three percent (3%) to the base rent that was in effect as of the date of expiration of the immediately preceding Term.

### 3. Base Rent.

a. As and for the use of the Demised Premises, the Tenant shall pay Rent during the Initial Term of this Lease in the total sum of One and 00/100 Dollars.

b. All monthly installment payments shall be due, in advance, on the 1<sup>st</sup> day of each and every month. The payment of Rent in monthly installments is for Tenant's convenience only and, in the event of Tenant's default, the Landlord shall have the right to accelerate payment and demand all sums due hereunder.

c. All such rental payments shall be made payable to the "County of Oneida" and remitted to 660 Hangar Road, Rome, NY 13441, or to such other address or addresses as the Landlord may, from time to time, designate. In the event any retroactive rental payments are due hereunder, payment of same shall be made on the first day of the next succeeding month.

### 4. Security Deposit.

Tenant shall **NOT** be required to post a Security Deposit with the Landlord for the faithful performance of the terms and conditions of this Agreement.

### 5. Insurance and Indemnification.

During the term of the Agreement, including all renewals, Tenant shall maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State where the property is located. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- A) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
  - i) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each location.
  - ii) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
  - iii) County and all other parties required of the County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's.

B

B) Aviation Commercial General Liability (ACGL) coverage with limits of Insurance of not less than \$30,000,000 each occurrence and \$30,000,000 Products/Completed Operations Aggregate limit.

- i) Each Aircraft Limit of \$30,000,000  
Each Loss Limit of \$30,000,000

- ii) County and all other parties required of the County, shall be included as additional insureds.

Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's.

C) Commercial Umbrella

- i) Umbrella limits must be at least \$5,000,000.
- ii) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

D) Workers Compensation and Employers Liability

- a) Statutory limits apply.

E) **Waiver of Subrogation**

Tenant waives all rights against Landlord and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, workers compensation and employers liability insurance maintained per requirements stated above.

F) **Certificates of Insurance:**

Prior to the start of any work the Tenant shall provide a certificate of insurance to the Landlord. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Tenant's Commercial General Liability Policy. These certificates and the insurance policies required above and annexed hereto and marked as **Exhibit "C"** which is hereby incorporated by reference, contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Landlord.

G) **Indemnification**

i. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage (including death) to any person or property happening on or about the Demised Premises arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Demised Premises or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

ii. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant, which notice shall be accompanied by a copy of the statement of the claim. Following the notice, Landlord shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to

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participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days' notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph shall survive the expiration or termination of the Agreement.

**6. General Terms and Conditions.**

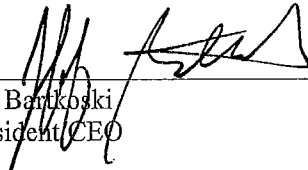
This Agreement is subject to the General Terms and Conditions, annexed hereto and marked as Exhibit "B" which is hereby incorporated by reference.

**IN WITNESS WHEREOF**, the parties have executed this Agreement which shall become effective as of the date first above written.

County of Oneida, Landlord

Mercy Flight Central, Inc., Tenant

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

By:   
Jeff Bartkoski  
President/CEO

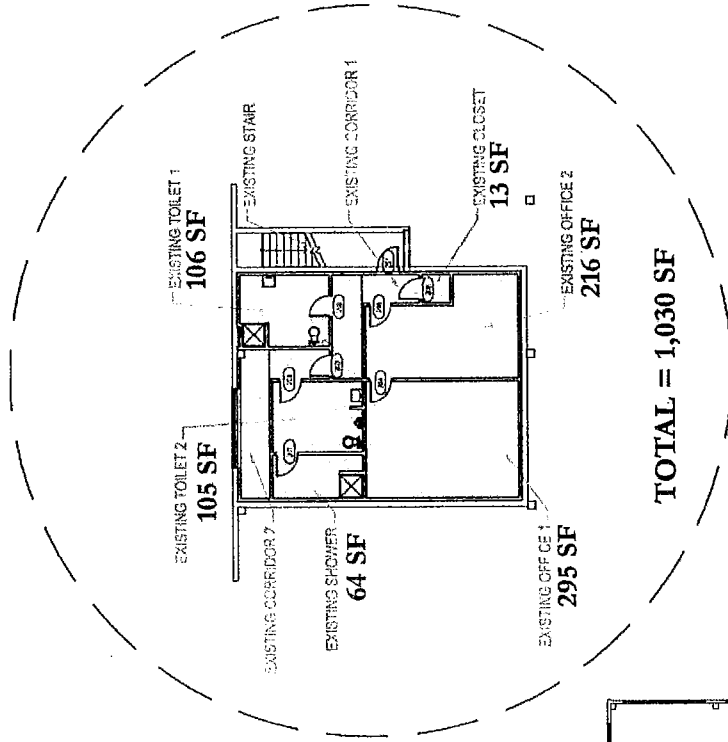
Approved:

\_\_\_\_\_  
Amanda Lynn Cortese  
Special Assistant County Attorney

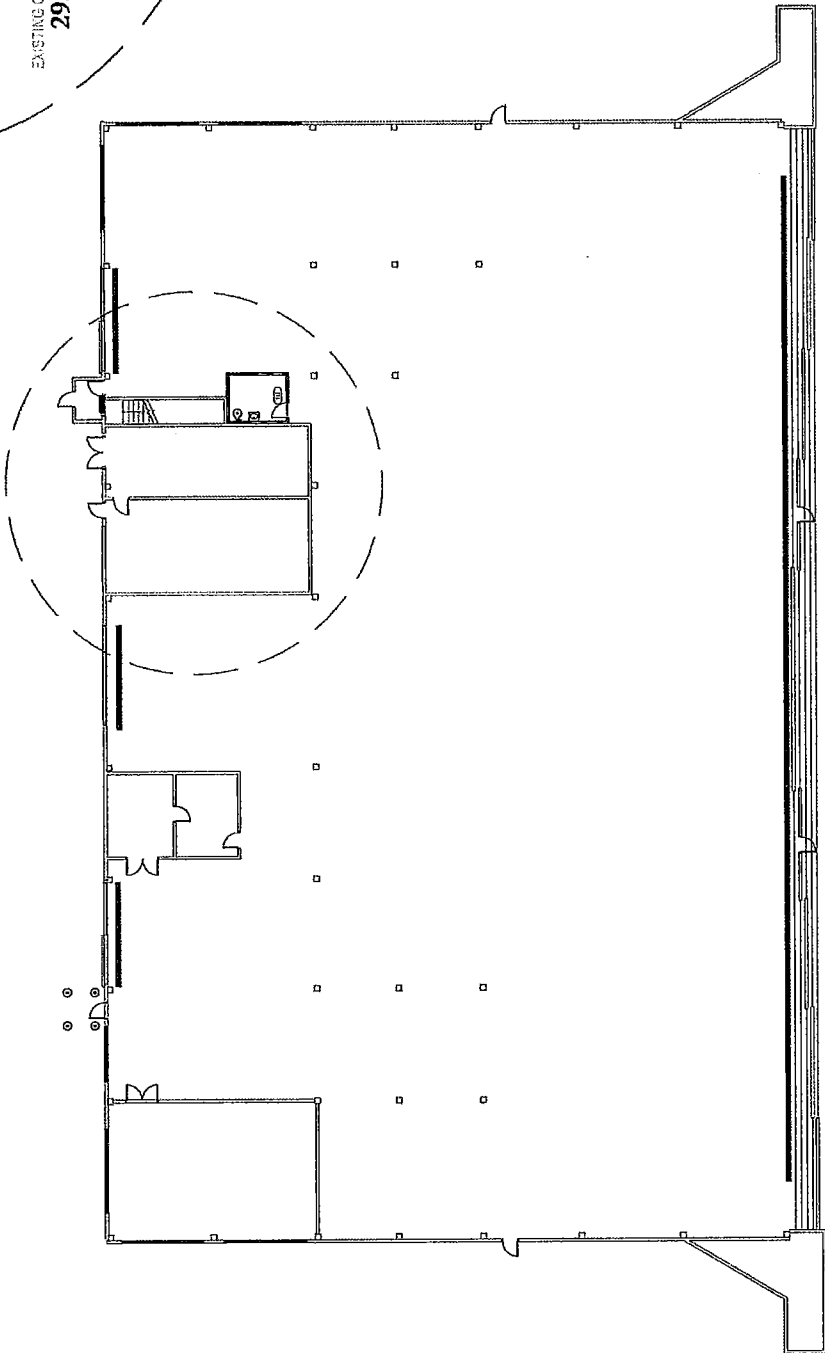
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# Exhibit A

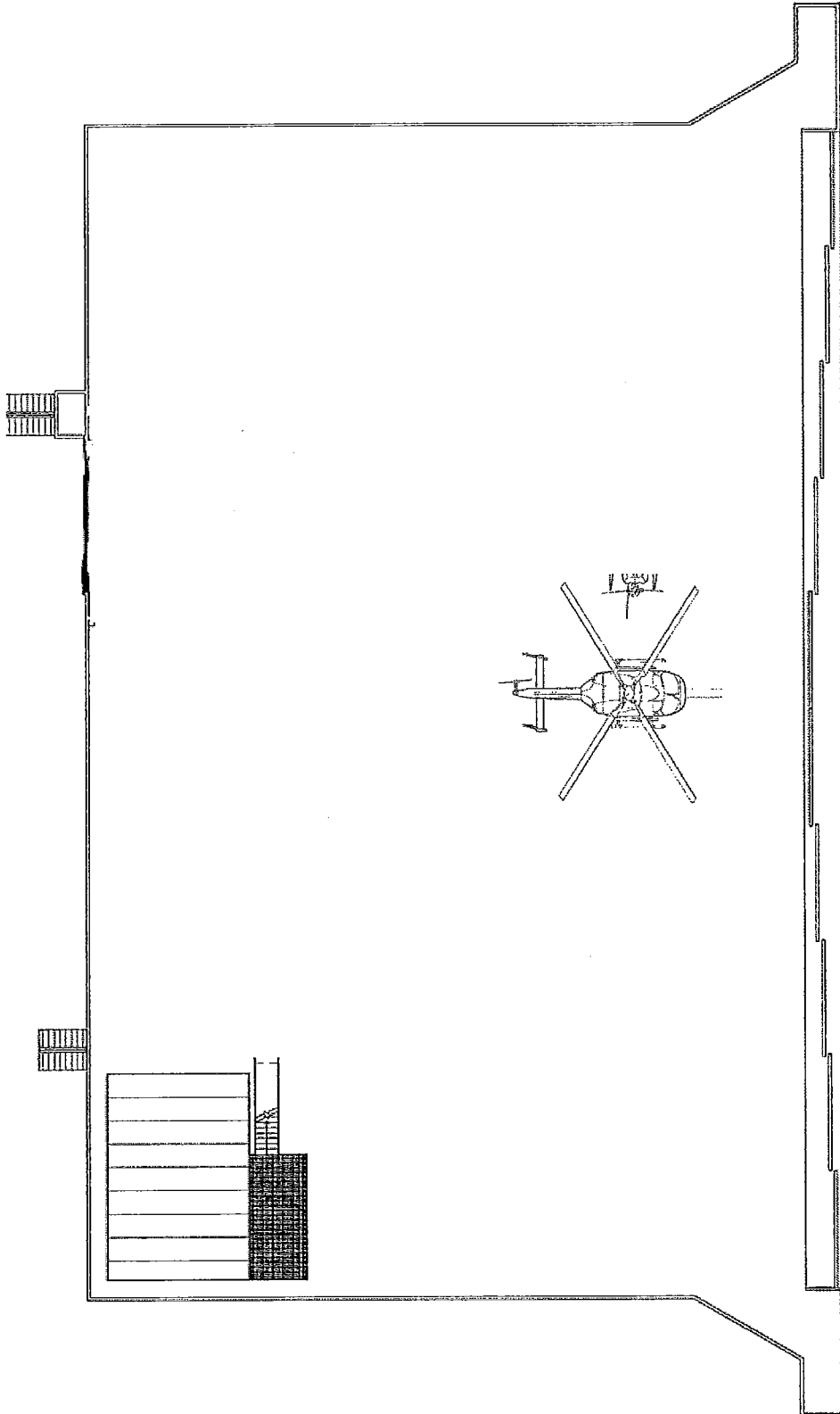


**2ND FLOOR**



**NOSE DOCK #782**

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**NOSE DOCK #783**  
**~~XXXXXXXXXX~~**

# Exhibit B

## EXHIBIT "B" - GENERAL TERMS AND CONDITIONS

- 1. Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of five percent (5%) of the amount due, in addition to any reasonable attorneys' fees, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.
- 2. Proration of Rent.** In the event that the Term of this Agreement begins or terminates on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Demised Premises was enjoyed by Tenant.
- 3. Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 660 Hangar Road, Rome, NY 13441, or to such other place or places as Landlord may, from time to time, designate, in writing.
- 4. Security Deposit.** The Security Deposit, if any, shall be returned to Tenant upon expiration or termination of this Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of this Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under this Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within three (3) days after receipt of such demand, such failure shall constitute a material breach of the Agreement.
- 5. Permitted Uses; Prohibited Uses.**

  - a.** The Demised Premises shall be used by the Tenant only for the purposes identified in the Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Demised Premises unless otherwise approved by Landlord and the local fire marshal. Storage of non-aviation items in the Demised Premises is not allowed. Kerosene or gas-fired heaters or any type of open-flame heaters or devices are prohibited in the Demised Premises.
  - b.** In that the Demised Premises are located at the Griffiss International Airport, Tenant shall not use the Demised Premises in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport (hereinafter referred to as "Airport"). Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Demised Premises are suitable for Tenant's intended use.
  - c.** Tenant will not make or permit any use of the Demised Premises that would be (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or cause the Landlord to incur liability under any laws relating to the use and storage of hazardous materials.
- 6. Ingress and Egress.** Tenant shall have reasonable right of ingress and egress across Landlord's adjoining property in common with others in order to obtain access to the Demised Premises. The ramp areas and taxi-lanes adjacent to the Demised Premises shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the Term of this Agreement and any renewals thereof.
- 7. Utilities and Services.** Landlord shall be responsible for providing all utilities and services, including without limitation, electricity, water, gas and sewer services furnished to the Demised Premises, without contribution or apportionment from the Tenant. The Landlord shall not be liable for any interruption or delay in such utility services unless such delay or interruption is caused by the Landlord's negligence or willful misconduct.
- 8. Casualty.** In the event that the Demised Premises or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate, provided that the Demised Premises are not rendered unusable by such damage. If the Demised Premises are rendered unusable as determined by Rome City Fire or

Codes personnel and Landlord elects to repair the same, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Demised Premises are rendered unusable and Landlord elects not to repair the same, the Agreement shall be terminable at the option of either party.

**9. Environmental Obligations and Indemnity.**

a. Tenant shall not permit the Demised Premises to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, except that the Tenant may maintain only limited amounts of hazardous or flammable materials in approved storage containers on or about the Demised Premises required for the normal course of conducting Tenants business. Aviation fuels, gasoline and other like products will be stored in designated locations and storage facilities and will comply with all Federal, State and Local laws, environmental compliance laws and regulations and comply with local fire codes. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from Tenant's use of the Demised Premises, and, if such environmental damage resulting from Tenant's use of the Demised Premises is discovered, Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage. Furthermore, Tenant shall notify Landlord, in writing, of any incident or occurrence which results in environmental damage within twenty-four (24) hours after such incident or occurrence or following the discovery of same.

b. The environmental indemnification provisions of this paragraph shall survive the expiration or termination of the Lease.

**10. Obligations of Landlord.** Landlord will maintain the structural components of the Demised Premises, including hangar doors and hangar door mechanisms, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the reasonable right of ingress to and egress from the Demised Premises over and across the Landlord's adjoining premises, in common with others. To ensure this right, Landlord shall make all reasonable efforts to keep areas adjacent to the Demised Premises free and clear of all hazards and obstructions, natural or man-made.

**11. Obligations of Tenant.**

a. **Storage.** The Demised Premises shall be used only as described in this Agreement.

b. **Maintenance and Repair.** Tenant shall maintain the Demised Premises in a neat and orderly condition, and shall keep all areas clean and clear of oil, grease or toxic chemicals. Tenant shall maintain only limited amounts of hazardous or flammable materials in approved storage containers within or about the Demised Premises. No boxes, crates, rubbish, paper or other litter shall be permitted to accumulate within or about the Demised Premises.

c. **Damage.** Tenant shall be responsible for all damage to the Demised Premises caused by use or negligence of Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Demised Premises caused by the use or negligence of Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall be deemed "additional rent" and shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Demised Premises without first obtaining Landlord's written permission and obtaining any permits, if required.

d. **Tenant's Personal Property.** All personal property placed or moved into the Demised Premises shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupant at the Airport. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored upon the Demised Premises is at Tenant's sole risk.

e. **Compliance with Laws.** Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies or by Landlord. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Demised Premises, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state and local laws, ordinances, rules and regulations protecting the environment. Tenant agrees to keep itself reasonably informed of future changes in the existing environmental laws. Tenant agrees to

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cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

**f. Fire Extinguisher.** Tenant shall maintain at all times, in the Demised Premises, a minimum of two (2) approved twenty (20) pound dry chemical portable fire extinguishers suitable for use on Class "A", "B", and "C" fires with a current inspection certificate from an approved fire equipment company affixed.

**g. Surrender upon Termination.** On the expiration or termination of the Agreement, Tenant shall immediately surrender possession of the Demised Premises and shall remove aircraft and all other property therein, leaving the Demised Premises in the same condition as when received, ordinary wear and tear excepted. Tenant shall be liable for any and all damage to the Demised Premises caused by the use or negligence of Tenant or Tenant's agents, employees, or invitees, including, but not limited to, damage to doors or interior walls by being bent or broken or damage to floors due to fuel or oil spillage. If Tenant fails to remove such items from the Demised Premises and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs upon proper demand by Landlord.

**h. Compliance with All Resolutions, Rules, Regulations, and Standards.** Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the Airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant. The parties agree that Tenant's use of the Demised Premises and any rights conferred to Tenant in the Agreement shall be subject to Landlord's minimum standards, as amended from time to time, Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

**i. Signs.** Tenant shall not erect or post any signs without the Landlord's written permission.

**j. Covenant Not to Abandon.** Tenant hereby covenants not to abandon the Demised Premises prior to the expiration of the Term without a Surrender Agreement with the Landlord in place. Abandonment of the Demised Premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the Demised Premises unattended, or removal of substantial portions of Tenant's property from the Demised Premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any abandonment of the Demised Premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the Demised Premises, and the Tenant hereby consents to such injunction or order, in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which causes expense to the Landlord, including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of the Term.

**k. Covenant Not to Vacate.** Tenant hereby covenants to continuously occupy the Demised Premises and not to vacate the Demised Premises prior to the expiration of the Term, without a Surrender Agreement with the Landlord in place. Vacating the Demised Premises shall be defined to include but not be limited to the withdrawal or cessation of operations or abandonment of Tenant-owned or third party-owned property at the Demised Premises unattended, or removal of substantial portions of Tenant's property from the Demised Premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any failure to occupy the Demised Premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the Demised Premises, and the Tenant hereby consents to such injunction or order, in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which causes expense to the Landlord, including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of the Term.

**l. Covenant of Continuous Operations.** The Tenant hereby covenants that during the Term, the Tenant will continue its operations for the entire length of the Lease and not cease operations or leave the Demised Premises prematurely without a Surrender Agreement with the Landlord in place. The Tenant acknowledges that any failure to so continuously operate will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the Demised Premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which causes expense to the Landlord, including

but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

**m. Personnel Badging Requirement.** Tenant acknowledges that any personnel employed, contracted by, visiting or conducting business with the Tenant that require airport movement area access require the appropriate badging or badged escort for entry onto the movement area. Badging of personnel can be coordinated through the Oneida County Department of Aviation Administrative offices. There is a fee for the badging process.

**12. Nondiscrimination.** Notwithstanding any other provision of this Agreement, during the Term of the Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and/or assigns, as the case may be, as part of the consideration for the Agreement, does hereby covenant and agree that:

**a.** No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Demised Premises on the grounds of race, color, religion, sex, disability, age, national origin or other protected class.

**b.** In the construction of any improvements on, over, or under the Demised Premises, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, national origin or other protected class.

**c.** Tenant shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

**d.** In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Agreement and to reenter and repossess the Demised Premises and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

**13. Reservation of Rights by Landlord.**

**a. Development.** Landlord reserves the right to further develop and improve the Airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the Airport, Landlord reserves the right upon reasonable notice to enter upon the Demised Premises and make improvements to same. Landlord shall make every effort to minimize the disruption of normal Airport usage during periods of repair or further development of the Airport.

**b. Relocation.** Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size facility in other areas of the Airport at Landlord's sole expense.

**c. National Emergency.** Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the Airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated accordingly during the tenancy by the government.

**14. Right of Access and Inspection.**

**a.** Landlord will retain a key for access to the Demised Premises. Tenant will not change locks without prior notice and agreement of Landlord.

**b.** Landlord shall have the right to make reasonable inspections of the Demised Premises between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Demised Premises for security, fire, other emergencies, or making repairs.

**15. Assurance Agreements.** This Agreement is subordinate to the provisions of any and all existing and future agreements between the Landlord and the State of New York or the United States of America relative to the operation, maintenance, or development of the Airport, the execution of which may be required as a condition precedent to the expenditure of funds for the development of the Airport, or any part thereof.

**16. Federal Aviation Administration Requirements.** In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in this Agreement as a condition precedent to (1) the granting of funds for the improvement of the Airport, or (2) as a condition precedent to compliance with FAA



regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to this Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to a reduction in size of the Demised Premises, or a change in the authorized use to which Tenant has put the Demised Premises without an adjustment in Rent.

**17. Airspace.** As a condition of this Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Demised Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the Airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Demised Premises to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

**18. No Grant of Exclusive Right or Privilege.** Notwithstanding anything contained in this Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the Airport. Nothing in the Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Demised Premises in accordance with the Agreement.

**19. Sublease.**

a. Tenant shall not enter into any sub-agreement or sub-lease of the Demised Premises or assign its rights under this Agreement without prior written approval of Landlord. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by this Agreement or any interest therein, and shall not sublet the Demised Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership of Tenant, without first obtaining the written consent of the Landlord. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of this Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, from any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by the Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of the Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of the Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

**20. Condition of Premises.** Tenant shall accept, and has accepted, the Demised Premises in its present condition, AS IS, without any liability or obligation on the part of either Landlord or Tenant to make any alterations, improvements or repairs of any kind on or about the Demised Premises.

**21. Disclaimer of Warranty and Responsibility for Securing Aircraft.** Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Demised Premises and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the Demised Premises or Airport at Tenant's sole risk.

**22. Alterations; Liens.**

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Demised Premises without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Demised Premises shall become Landlord's property and shall, at the election of the Landlord, remain in the Demised Premises at the expiration or termination of the Agreement without

compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the Demised Premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the Demised Premises or any part thereof under Tenant. If any such lien is filed against the Demised Premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in procuring the release of such lien.

b. Tenant agrees to pay all lawful and valid liens affecting Landlord's fee title to the Leasehold Premises placed against Tenant by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' fees incurred in the defense of any suit in discharging the Demised Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by Tenant.

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the Demised Premises by any persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Demised Premises. All materialmen, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Demised Premises to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

**23. Events of Default by Tenant.** The occurrence of any of the following shall constitute an event of default under the Agreement:

a. Tenant fails to pay any part or all the money due Landlord under the Agreement, and such non-payment continues for a period of thirty (30) days after written notice;

b. Tenant fails to perform or breaches any term, covenant, or provision of the Agreement, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from Landlord is delivered to Tenant;

c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;

d. Landlord determines that Tenant is not in compliance with the terms of the Agreement on a routine or consistent basis.

e. **Material Default.** The failure of Tenant to comply with any terms or conditions of the Lease or to the General Terms and Conditions set forth herein shall be considered a material breach of the Agreement.

**24. Remedies on Default by Tenant.** In the event of any default of the Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, without notice and demand whatsoever to Tenant or Guarantor, if any:

a. Landlord shall have the right to terminate the Agreement and to enter upon and take possession of the Demised Premises and to remove the aircraft and any other property of Tenant from the Demised Premises without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Demised Premises, and loss of Rent through the inability to re-let the Demised Premises.

b. Landlord shall have the right to enter upon and take possession of the Demised Premises, and re-let the Demised Premises and receive the Rents therefore without thereby terminating or avoiding the Agreement. Tenant agrees to pay Landlord on the due date of each month thereafter sums equivalent to the monthly Rent payable under the Agreement, less the avails of re-letting, if any.

c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' fees for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of the Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

d. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

e. All sums due under the Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under the Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of the Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

**25. Landlord's Lien.** Tenant hereby gives and grants to Landlord a lien upon, and pledges as collateral to the Landlord in case of default, all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed, or stored by Tenant at the Airport, and Tenant agrees that in the event of any failure on the part of Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for sixty (30) days of any specified rent, Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon an indebtedness due, or damage sustained by Landlord without prejudice to further claims thereafter to arise under the terms of this Agreement.

**26. Notices.** All notices to the parties shall be sent or delivered to that party at the address first written for that party in the Agreement, or at such other address as may, from time to time, be designated by such party. All notices shall be in writing and shall be either personally to the other party in hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

**27. Miscellaneous Provisions.**

a. **Successors Bound.** This Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties, as the case may be.

b. **Joinder by Guarantor; Personal Guarantee.** By joining in the execution of this Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of this Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of this Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of this Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of this Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing this Agreement as Guarantor, the obligations imposed by this Agreement on Guarantor shall be joint and several.

c. **Construction of Agreement.** Words of any gender used in this Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or expand the terms and provisions of this Agreement.

d. **Judicial Interpretation.** If any provision of this Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of the Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

e. **Severability.** In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to this Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in this Agreement, and all other

provisions of this Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from this Agreement and such severance shall not invalidate any other provision of this Agreement or this Agreement itself.

**f. Joint Obligations.** If there is more than one person or entity signing this Agreement as Tenant, the obligations imposed by this Agreement on Tenant shall be joint and several.

**g. Entire Agreement.** This Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Demised Premises shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

**h. Written Modifications.** No provision of this Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest with the same formality as the original Agreement.

**i. Venue; Law.** Venue for all court proceedings to enforce or interpret this Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

**j. Subordination.** Upon request of Landlord, Tenant will in writing subordinate Tenant's rights under this Agreement to the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or the requirements of any grant for funding that may be sought by Landlord.

**k. Relationship of Parties.** Tenant shall never at any time during the term of this Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

**l. Attorneys' Fees.** It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the losing party.

**m. Recording.** This Agreement shall not be recorded in the public records.

# Exhibit C

# JOHN F. THRONE & Co.

INSURANCE MARKETING, INC.

## CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER: COUNTY OF ONEIDA  
ATTN: COMMISSIONER OF FINANCE  
800 PARK AVENUE  
UTICA, NEW YORK 13501

NAMED INSURED: MERCY FLIGHT CENTRAL, INC. AND MERCY FLIGHT CENTRAL HOLDING, LLC  
2420 BRICKYARD ROAD  
CANANDAIGUA, NEW YORK 14424

POLICY PERIOD: OCTOBER 28, 2015 to OCTOBER 28, 2016

INSURANCE COMPANY(IES): STARR INDEMNITY AND LIABILITY COMPANY THROUGH STARR AVIATION AGENCY, INC. (40%)  
AND VARIOUS INSURERS AS HELD ON FILE.

### AIRCRAFT LIABILITY COVERAGE WITH RESPECT TO: ALL SCHEDULED AIRCRAFT

LEAD POLICY NO.: SASICOM60109415-01

| LIABILITY COVERAGES                                                       | LIMITS OF LIABILITY<br>EACH PERSON | EACH OCCURRENCE          |
|---------------------------------------------------------------------------|------------------------------------|--------------------------|
| Bodily Injury Excluding Passengers                                        | \$                                 | \$                       |
| Property Damage                                                           | \$ XXXX                            | \$                       |
| Passenger Bodily Injury                                                   | \$                                 | \$                       |
| Single Limit Including Passengers,<br>With Passenger Liability Limited To | \$ XXXX                            | \$30,000,000.<br>\$ XXXX |

### AVIATION COMMERCIAL GENERAL LIABILITY COVERAGE

LEAD POLICY NO.: SASICOM60109515-01

| LIABILITY COVERAGES:                          | LIMITS OF LIABILITY |               |                        |
|-----------------------------------------------|---------------------|---------------|------------------------|
| General Aggregate Limit                       | N/A                 |               |                        |
| Each Occurrence Limit                         | \$30,000,000.       |               |                        |
| Products/Completed Operations Aggregate Limit | \$30,000,000.       |               |                        |
| Personal & Advertising Injury Aggregate Limit | \$25,000,000.       |               |                        |
| Premises Medical Payments (any one person)    | \$10,000.           |               |                        |
| Fire Legal Liability (any one fire)           | \$1,000,000.        |               |                        |
| Hangarkeepers Liability                       | \$1,000,000.        | each aircraft | \$1,000,000. each loss |
| Hangarkeepers Deductible                      | \$5,000.            | each aircraft |                        |

### OTHER COVERAGES/CONDITIONS/REMARKS:

- The Certificate Holder is included as an Additional Insured on liability coverage(s), but only with respect to operations of the Named Insured.

THIS INSURANCE SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF THE AIRCRAFT, AIRCRAFT PARTS, OR ANY OTHER PRODUCT BY THAT PERSON OR ORGANIZATION.

THIS CERTIFICATE DOES NOT CHANGE IN ANY WAY THE ACTUAL COVERAGES PROVIDED BY THE POLICY(IES) SPECIFIED ABOVE.

CERTIFICATE NO.: 44

DATE: April 8, 2016

BY: 

Two Union Square, 601 Union Street, Suite 4551 • Seattle, WA 98101-2362 • Tel: (206) 622-3636 • Fax: (206) 623-6286

*B*





# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

100 CHESTNUT STREET - SUITE 1000, ROCHESTER, NEW YORK 14604  
Phone: (585) 258-2068

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 161427751  
MERCY FLIGHT CENTRAL INC  
2420 BRICKYARD ROAD  
CANANDAIGUA NY 14424

|                                                                                                |                                     |                                                                                                                     |                         |
|------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>POLICYHOLDER</b><br>MERCY FLIGHT CENTRAL INC<br>2420 BRICKYARD ROAD<br>CANANDAIGUA NY 14424 |                                     | <b>CERTIFICATE HOLDER</b><br>COUNTY OF ONEIDA<br>ATTN: COMMISSIONER OF FINANCE<br>800 PARK AVENUE<br>UTICA NY 13501 |                         |
| <b>POLICY NUMBER</b><br>R1134 803-4                                                            | <b>CERTIFICATE NUMBER</b><br>354680 | <b>PERIOD COVERED BY THIS CERTIFICATE</b><br>10/30/2015 TO 10/30/2016                                               | <b>DATE</b><br>4/8/2016 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1134 803-4 UNTIL 10/30/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/30/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 92556079





**CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW**

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


|                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1a. Legal Name and Address of Insured (Use street address only)<br/> <b>MERCY FLIGHT CENTRAL INC</b></p> <p>2420 BRICKYARD ROAD<br/>         CANANDAIGUA, NY 14425</p>                                                                                | <p>1b. Business Telephone Number of Insured<br/>         585-396-0584</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br/>         952198</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number<br/>         161427751</p> |
| <p>2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder)<br/>         County of Oneida<br/>         ATTN: Commissioner of Finance<br/>         800 Park Avenue<br/>         Utica, NY 13501</p> | <p>3a. Name of Insurance Carrier<br/>         ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity listed in box "1a":<br/>         DBL226591</p> <p>3c. Policy effective period:<br/>         01/01/2016 to 12/31/2016</p>                                             |

4. Policy covers:

a.  All of the employer's employees eligible under the New York Disability Benefits Law

b.  Only the following class or classes of the employer's employees:

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

Date Signed 4/8/2016 By   
 (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

**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 the purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

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

**State of New York  
 Worker's Compensation Board**

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

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
 (Signature of NYS Worker's Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

*B*

## Additional Instructions for Form DB-120.1

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?  YES  NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

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

### DISABILITY BENEFITS LAW

#### §220. Subd. 8

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

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



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

FN 20 16-286

June 14, 2016

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

AIRPORT
WAYS & MEANS

Re: Affiliation Agreement with SUNY and MVCC for Start Up NY

Dear County Executive Picente:

Enclosed, please find an Affiliation Agreement between the County and Mohawk Valley Community College on behalf of SUNY that places a portion of Nosedock 784 at Griffiss International Airport into the Start Up NY program. This agreement will allow the County to enter into a lease agreement with Pro Drones USA, LLC, a business that has been approved for Start Up NY benefits.

There is no cost associated with this agreement

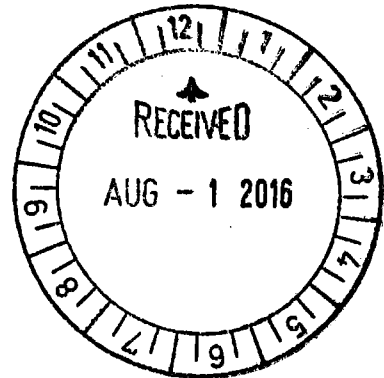
If the enclosed meets with your approval, kindly forward the same to the Board of Legislators for action at their next meeting.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

[Handwritten signature of Amanda Lynn Cortese]

Amanda Lynn Cortese
Special Assistant County Attorney



Enclosures

cc: Russell Stark
Randall J. VanWagoner

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
[Signature]
Anthony J. Picente, Jr.
County Executive
Date 7/29/16

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

The State University of New York  
State University Plaza  
Albany, New York 12246

**Title of Activity or Service:**

Affiliation Agreement

**Proposed Dates of Operation:**

On Execution – 6/30/17

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

**Summary Statements**

1) Narrative Description of Proposed Services: To place a portion of Nosedock 784 at Griffiss Airport into the Start-Up NY program.

2) Program/Service Objectives and Outcomes: To revitalize the economy and promote entrepreneurship and job creation by transforming public higher education institutions through the establishment of tax free areas, to attract high tech businesses, startup companies, venture capital, new business and investments from across the world.

3) Program Design and Staffing:

**Total Funding Requested:** \$0.00

**Account #:** N/A

**Oneida County Dept. Funding Recommendation:**

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

**Cost Per Client Served:**

**Past Performance Data:**

**O.C. Department Staff Comments:**

## START-UP NY AFFILIATION AGREEMENT

**THIS AGREEMENT** (this "AGREEMENT") dated as of July 1, 2016 (the "Effective Date"), by and between The State University of New York ("SUNY"), an education corporation an educational institution organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, Albany, New York 12246, acting on behalf SUNY at Mohawk Valley Community College, with its principal office located at 1101 Sherman Drive, Utica, New York 13501 (the "College") and the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York ("The AFFILIATE"), having its principal offices located at 800 Park Avenue, Utica, New York 13501. Terms herein may be used before being defined.

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

**WHEREAS**, the New York State Legislature has determined that to revitalize the economy of the State of New York (the "State"), it is necessary and appropriate to promote entrepreneurship and job creation by transforming public higher education institutions through the establishment of tax free areas, to attract high tech businesses, startup companies, venture capital, new business and investments from across the world; and

**WHEREAS**, in furtherance of this objective the State Legislature created the "START-UP NY program" under Chapter 68 of the Laws of 2013 (as amended from time to time, the "Act"), which authorizes the creation of tax-free areas ("Tax-Free NY Areas") on eligible university campuses in New York State, including SUNY campuses, for new and expanding businesses to both foster job creation and enhance the academic mission of the participating universities; and

**WHEREAS**, SUNY is sponsoring Tax-Free NY Areas to foster job creation to enhance the academic mission of its participating campuses as set forth in the Act and to make available vacant land and space in such Tax-Free NY Areas for use by eligible business under the Act; and

**WHEREAS**, pursuant to the Act, the Board of Trustees of SUNY has designated the College as one of its participating campus in the Start-Up New York program and has submitted to the Commissioner a "Campus Plan for Designation of Tax-Free NY Area(s)" (as it may be amendment from time to time, the "College Plan") for the designation of certain eligible property associated with the College; and

**WHEREAS**, the regulations associated with the Act (5 NYCRR § 220) (the "Regulations") define "campus" to include any real property in New York State owned or leased by an affiliated not-for-profit entity on behalf of a university or college or for the benefit of a university or college, and any such additional real property acquired, established, operated or contracted to be operated for or on behalf of the university or college; in addition the Regulations require that real property owned or leased by a not-for-profit entity on behalf of a university or college or for the benefit of a university or college must be utilized by the university or college in furtherance of any stated academic mission of that university or college; and

**WHEREAS**, AFFILIATE is a municipal corporation organized and existing under the laws of New York; and

**WHEREAS**, AFFILIATE owns the Real Property which is envisaged to be part of the College Campus for START-UP NY purposes; and

**WHEREAS**, the Real Property is located in an economically distressed community as defined in the Regulations, and contains space that is suitable for, among other things, internships for College Students, employment opportunities for College graduates, and other purposes that would further the College's Academic Mission (as defined below)];; and

**WHEREAS**, SUNY and AFFILIATE are affiliated within the meaning of the Regulations as they are connected, related, or associated by virtue of their status as public entities within New York State and their shared goals and responsibilities under this AGREEMENT, as are set forth in greater detail below; and

**WHEREAS**, the AFFILIATE mission, purposes and objectives are aligned with the academic mission of the College as are set forth in greater detail in the College Plan approved by the Commissioner; and

**WHEREAS**, as public entities formed under New York State Law, SUNY and AFFILIATE desire to work together to further the public purposes of job creation and public higher education in New York State through AFFILIATE facilitation of the START-UP NY program, and desire to enter into this AGREEMENT to document their affiliation to do so; and

**WHEREAS**, the parties intend that as a result of their affiliation that portions of the Premises that are part of the Premises hereunder shall be eligible as Tax-Free NY Areas. NOW THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties agree as follows:

1. **AFFILIATE Affirmations.** AFFILIATE hereby affirms the following:

- a. AFFILIATE is a municipal corporation organized and existing under the laws of the State of New York;
- b. The premises is owned by the AFFILIATE
- c. AFFILIATE is interested in facilitating business participation in the START-UP NY program and its goals of transforming higher education to create tax-free communities across the State to attract high-tech and other start-ups, venture capital, new business and investments from across the world;
- d. AFFILIATE is interested in facilitating SUNY to assist companies, especially high tech companies and start-up businesses, to start, grow and stay in the State;

- e. AFFILIATE acknowledges SUNY's interest in and intent to participate in START-UP NY by becoming a Sponsor, as defined in the Regulations;
- f. AFFILIATE acknowledges the College's academic mission as described in the College Plan (the "Academic Mission"), and that START-UP NY will align with the Academic Mission through, among other things, linkages between the College and participating businesses to provide internships and work experience to College students;
- g. AFFILIATE is interested in facilitating the START-UP NY program goals of transforming higher education to create tax-free communities across the State to attract high tech and other start-ups, venture capital, new business and investments from across the world;

## 2. Term.

- a. This AGREEMENT shall commence as of the Effective Date and shall expire on June 30, 2017, provided, however that the term of the AGREEMENT shall be automatically extended to run for the duration of any lease, sublease, permit, license, or the like of any Participating Business locating within all or a portion of the Premises as part of the Start-Up New York program (the "Term").
- b. Notwithstanding the foregoing:
  - i. SUNY may, on written notice to AFFILIATE, terminate this AGREEMENT in whole or in part with respect to any portion of the Premises that is leased or otherwise occupied by a Participating Business that has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations (a "Terminated Business");
  - ii. AFFILIATE may, on written notice to SUNY, terminate this AGREEMENT in whole or in part with respect to any portion of the Premises or all of the Premises that is leased or otherwise occupied by a Participating Business, regardless of whether such termination will result in termination of the benefits received by any Participating Business in the START-UP NY program, in the event that AFFILIATE reasonably believes that continued participation in this AGREEMENT conflicts with any of the terms, conditions or assurances of any funding AFFILIATE receives from any outside source, or conflicts with any law, rule or regulation related any license held by AFFILIATE; and
  - iii. Either party may terminate this AGREEMENT on thirty days' notice to the other, if such termination does not terminate the benefits received by any Participating Business in the START-UP NY program.

3. **Premises.** The Premises that is the subject of this AGREEMENT shall be a total of 671± square feet of building space within the building commonly referred to as the "Building 784" situated at 625 Bomber Drive, Rome, New York, as more particularly shown on Schedule "1" annexed hereto (the "Premises"), and subject to all rights of ingress and egress for AFFILIATE and others on AFFILIATE'S adjoining property. The parties may revise Schedule 1 from time to time by written agreement.
4. **Assurance Agreements.** This Agreement is subordinate to the provisions of any and all existing and future agreements between the AFFILIATE and the State of New York or the United States of America relative to the operation, maintenance, or development of the Airport, the execution of which may be required as a condition precedent to the expenditure of funds for the development of the Airport, or any part thereof.
5. **Federal Aviation Administration Requirements.** In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in this Agreement as a condition precedent to (1) the granting of funds for the improvement of the Airport, or (2) as a condition precedent to compliance with FAA regulations or standards, SUNY agrees to consent to such amendments, modifications, or changes to this Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards.
6. **Use of Premises; Affiliation.**
  - a. During the Term AFFILIATE shall, consistent with the Campus Plan, lease and manage the Premises on behalf of and for benefit of SUNY and the College for use in the START-UP NY program as a Tax-Free NY Area sponsored by SUNY for the College. The parties agree that the Premises shall be utilized in furtherance of the College's Academic Mission and in accordance with the Act and the Regulations, including, without limitation, for occupancy by businesses that are a "high tech business" or a "business in the formative stage", as defined by the Regulations.
  - b. The parties hereby agree that AFFILIATE is "affiliated" with the College consistent with Section 220.2(b) of the Regulations and that the Premises is part of the College's campus for purposes of Section 220.2(f) of the Regulations.
7. **Responsibilities relating to Tenants and the Management of the Premises.**
  - a. SUNY shall identify to AFFILIATE businesses that are eligible for the START-UP NY program for use and occupancy of the Premises. AFFILIATE shall enter into leases, licenses, permits and the like (collectively "Leases") for all or part of the Premises with businesses that are identified to AFFILIATE by SUNY as having been approved by SUNY and the Commissioner for participation in the START-UP NY program under the Plan (a "Participating Business"). Nothing herein shall be construed to restrict AFFILIATE from entering into leases, licenses, permits and the like (collectively "Leases") for all or part of any other



vacant land or building spaced owned or leased by AFFILIATE, and not specifically identified herein as Premises subject to this AGREEMENT, with any other business(es) who do not wish to participate in, or who do not qualify for the START-UP NY program; including but not limited to any such business(es) who will or may directly compete with the business of a Participating Business.

- b. Notwithstanding any other terms of this AGREEMENT, AFFILIATE shall be solely responsible in all respects for the management, maintenance and operation of the Premises, including, without limitation: requests for any and all information from a proposed business deemed necessary by AFFILIATE in order for AFFILIATE to determine what lease terms, if any, to offer; negotiating and entering into Leases with Participating Businesses (“Program Leases”); determination of the terms and conditions of each and every Lease; collection of rent and other amounts; termination of any and all Leases in accordance with terms and conditions thereof; preparation of vacant space and land for rental; providing services and utilities; oversight and management of construction projects and tenant build-out; enforcing Lease provisions; marketing; and payment of all costs of associated with the foregoing. SUNY shall have no obligation to perform or bear the cost of any of the foregoing.
- c. AFFILIATE shall have no authority to execute any instruments, agreements, or other documents on behalf of SUNY, or otherwise bind SUNY, except with SUNY’s prior written consent. SUNY shall have no authority to execute any instruments, agreements, or other documents on behalf of AFFILIATE, or otherwise bind AFFILIATE, except with AFFILIATE’s prior written consent.
- d. Rent and other amounts collected by or on behalf of AFFILIATE under any Program Lease (collectively, “Program Rent”), shall be retained in full by AFFILIATE, and there shall be no revenue sharing arrangements between AFFILIATE and SUNY, nor between AFFILIATE and the COLLEGE.
- e. AFFILIATE shall receive no compensation from SUNY under this AGREEMENT or otherwise in relation to the START-UP NY program.
- f. For the avoidance of doubt, AFFILIATE may, in its sole discretion, continue to lease the Premises to a Terminated Business following its removal from the START-UP NY program by the Commissioner. Any cooperation with SUNY thereafter to identify replacement space in the Premises for the START-UP NY program shall be at the sole discretion of AFFILIATE, and nothing herein shall be construed to obligate AFFILIATE to do so.
- g. SUNY shall have no liability to AFFILIATE or to any Participating Business arising out of or related to any Program Lease. To the extent permitted by law, AFFILIATE shall indemnify, defend, and hold SUNY and its officials, trustees and employees harmless against any claims, liabilities, settlements, damages,

costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursement) arising out of or related to any Program Lease.

**8. Plan Amendments; Further Assurances; Conflicts of Interest.**

- a. The parties agree that the Campus Plan to be approved is incorporated by reference as Exhibit B to this Agreement.
- b. AFFILIATE shall reasonably assist SUNY with amending any Campus Plans to include any property, including without limitation, providing such documents, diagrams, maps, floor plans, attestations and certifications as may be required by SUNY as necessary or useful to amend the Plan.
- c. The parties agree to execute any additional documentation as are reasonably necessary or useful to carry out the intention of this AGREEMENT.
- d. AFFILIATE shall comply with SUNY's conflict of interest policy relating to the START-UP NY program, as such policy is in effect from time to time. The applicable College Conflict of Interest policy or guidelines is incorporated by reference as Exhibit C to this Agreement.

**9. Insurance.** The AFFILIATE agrees to provide SUNY with a Comprehensive General Liability Insurance in the amount of \$2,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, naming the State University of New York, as an additional insured. The AFFILIATE further agrees to send the College Campus designee cited in paragraph 8 of this Agreement, a copy of any notice of cancellation of such policy, renewal certificate of insurance or new certificate of insurance naming such SUNY, as an additional insured, within five (5) business days.

**10. Notices.** Each written notice, demand, approval or request by SUNY or AFFILIATE in connection with this AGREEMENT, unless expressly otherwise provided, shall be in writing, and shall be deemed given if either delivered in person, with delivery acknowledged in writing by the party receiving the same, or mailed in the United States mails by certified mail, return receipt requested, postpaid, and addressed:

- a. to SUNY at the following address:  
The State University of New York  
State University Plaza  
Albany, New York 12246  
Attention: Vice Chancellor, Office of Capital Facilities

With a copy to:  
The Research Foundation for  
The State University of New York  
START-UP NY Liaison Office  
35 State Street

Albany, NY 12207  
Attention: Jeffrey Boyce, Director of Economic Development

- b. to AFFILIATE at the following address:  
County of Oneida  
800 Park Avenue  
Utica, New York 13501  
Attention: Oneida County Attorney

With a copy to

Griffiss International Airport  
660 Hangar Road, Suite 223  
Rome, New York 13441  
Attention: Commissioner, Department of Aviation

or to such other address as may be specified by written notice sent in accordance herewith. Every notice, demand or request shall be deemed to have been given at the time of delivery if given in person, or three days after mailing.

#### **11. Miscellaneous.**

- a. This AGREEMENT shall be binding upon and inure to the benefit of SUNY and AFFILIATE and their respective successors and assigns.
- b. This AGREEMENT shall be governed and construed in accordance with the laws of New York, excluding New York State's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding New York State's choice-of-law principles.
- c. Except as otherwise provided in this Agreement, any dispute arising under this Agreement shall be amicably resolved by the parties. If the parties are unable amicably to resolve the dispute within thirty (30) days, then either party may seek legal or equitable redress.
- d. In carrying out this AGREEMENT, AFFILIATE and SUNY shall comply with all applicable laws, including, without limitation, the Act and the Regulations.
- e. This AGREEMENT may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts together shall constitute but one and the same instrument.

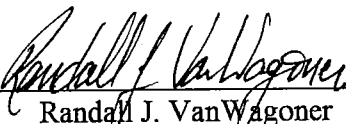
- f. Subject to section 138 of New York State Finance Law, neither party may assign, convey or transfer this AGREEMENT or any of their rights hereunder. Any such assignment, conveyance or transfer shall be deemed null and void.
- g. This AGREEMENT including Exhibit A, Standard Clauses for State University of New York contains the entire understanding of the parties with respect to the matters contained herein. In the event of any conflict between the terms and conditions set forth in this AGREEMENT and Exhibit A, with the exception of any conflict between the terms and conditions of paragraphs 4 and 5 herein to which all other provisions are subordinate, Exhibit A shall control.
- h. Any provision of this AGREEMENT may be waived by mutual written consent of the parties hereto, provided, however, that no such waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
- i. If any provision of this AGREEMENT is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the AGREEMENT, unless it prevents accomplishment of the objectives and purposes of the AGREEMENT, which determination shall be submitted as a dispute under paragraph 10(c) herein.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this AGREEMENT as of the day and year first above written.

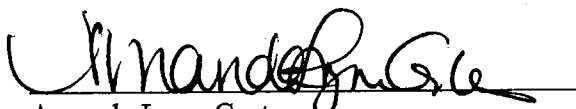
**COUNTY OF ONEIDA**

**THE STATE UNIVERSITY OF NEW YORK ON BEHALF OF SUNY AT MOHAWK VALLEY COMMUNITY COLLEGE**

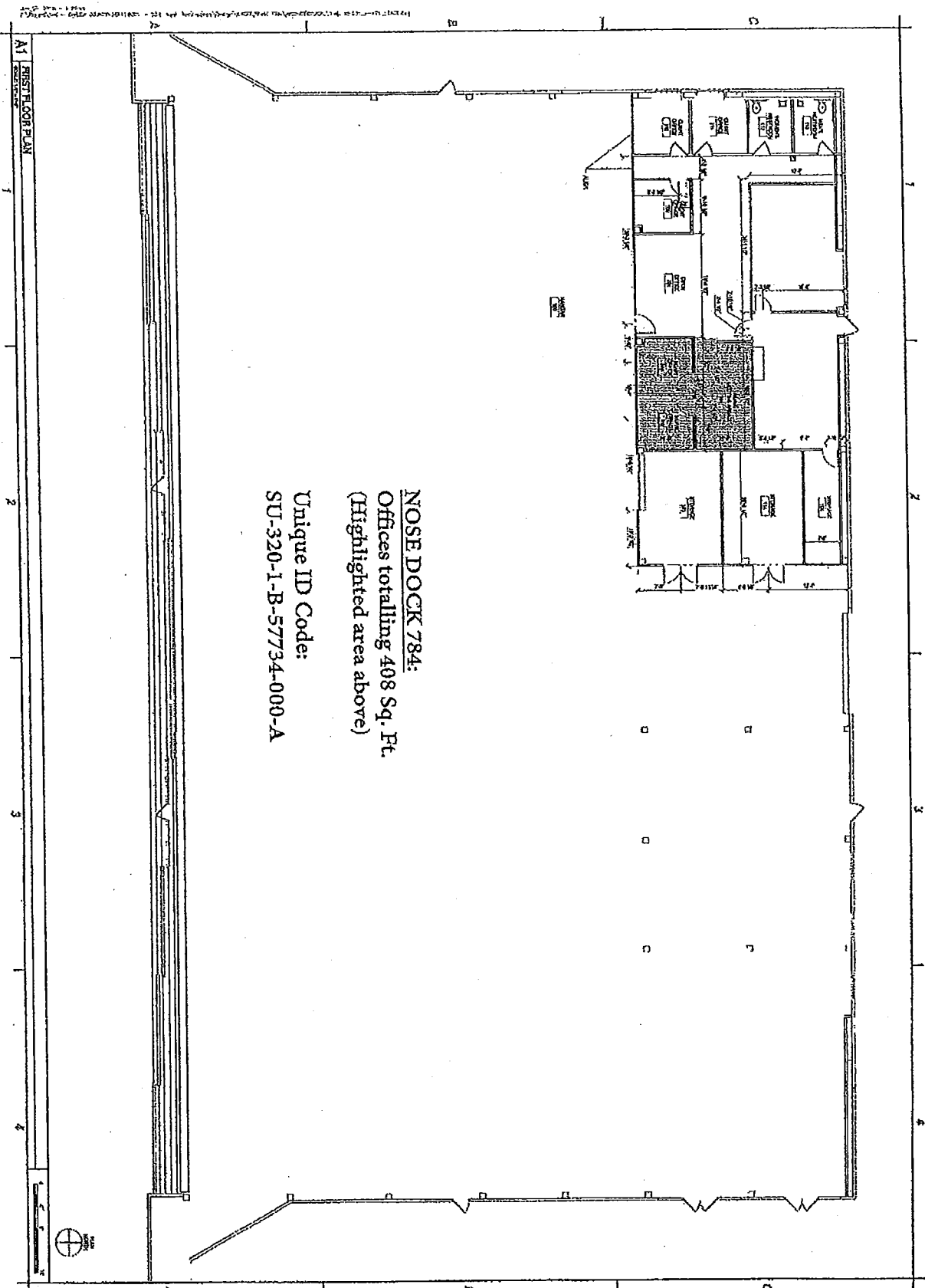
By: \_\_\_\_\_  
 Anthony J. Picente, Jr.  
 Oneida County Executive

By:  \_\_\_\_\_ 12  
 Randall J. Van Wagoner  
 President  
 Mohawk Valley Community College

Approved:

  
 Amanda Lynn Cortese  
 Special Assistant County Attorney


# **SCHEDULE 1**



**NOSE DOCK 784:**  
 Offices totalling 408 Sq. Ft.  
 (Highlighted area above)

Unique ID Code:  
 SU-320-1-B-57734-000-A

A1 FIRST FLOOR PLAN

|                                                                                                                                                                                                                 |                                                                                                                                                                                |                                                                                                                                                         |  |                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>CBS ENGINEERS, INC.<br>493 Col. Glenn Center Road<br>Syracuse, New York 13202<br>716.485.4327<br>www.cbs-engineers.com | <br> | <b>ONEIDA COUNTY<br/>         GRIFFISS INTERNATIONAL AIRPORT<br/>         NOSE DOCK #784<br/>         NUAIR RENOVATIONS<br/>         ROME, NEW YORK</b> |  | NOSE DOCK RENOVATIONS<br>PROJECT NO. 2013-0101<br>DATE: 08/28/13<br>DRAWN BY: K. WINDHAM<br>CHECKED BY: M. BERGER<br>DESIGNED BY: M. BERGER<br>NO. 4-100001 (REVISED) 12/10/06<br>EXPIRES ON 12/31/13<br>EXPIRES ON 12/31/13<br>EXPIRES ON 12/31/13 |
|                                                                                                                                                                                                                 |                                                                                                                                                                                | <b>FIRST FLOOR PLAN</b><br>A-101                                                                                                                        |  | CHARTER 9                                                                                                                                                                                                                                           |

# **EXHIBIT A**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "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. PROHIBITION AGAINST ASSIGNMENT** Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

**3. COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph (3)(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued

under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

**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, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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 SUNY of any SUNY-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 on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, 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 its knowledge and belief 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 SUNY 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 (2 NYCRR 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 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, 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 exami-



nation, as SUNY and its representatives and entities 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. SUNY 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 SUNY 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, SUNY's or the State's right to discovery in any pending or future litigation.

#### 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York 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 University of New York 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 State University of New York 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.

(a) 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:

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

(2) at SUNY's request, 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

(3) 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.

(b) Contractor will include the provisions of "1", "2" and "3", 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 sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY 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 Exhibit A, the terms of this Exhibit A shall control.

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

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

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

competent jurisdiction of the State of New York.

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

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, 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 Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have 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(5) of the 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, NY 12245  
Tel: 518-292-5100  
Fax: 518-292-5884  
email: opa@esd.ny.gov

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

NYS Department of Economic Development

Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414

email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://ny.newnyccontracts.com/FrontEnd/VendorSearchPublic.asp>

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 SUNY;

(b) The Contractor has complied with the Federal Equal Employment 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 Search 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 SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY 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 of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, 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, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

**24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT.** In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

**25. 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.

**26. 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 SUNY 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 SUNY determines that such action is in the best interests of the State.

**27. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor 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>

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.

During the term of the Contract, should the state agency 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.

The state agency 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.

**THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY**

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General, of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

# **EXHIBIT B**

**Mohawk Valley Community College**  
**SUNY START-UP NY Plan**  
**Summary Page: Changes Included in Amended Plan**

The previously approved plan is being amended to include 408 sq. ft. of office space in Nosedock 784.

Additional details are included in:

- 1) the Amended Plan;
- 2) the Property Designation Spreadsheet;
- 3) the floorplan for the nosedock.



The State University  
of New York

**SUNY START-UP NY  
Campus Plan for Designation of Tax-Free Areas Memorandum (CPM)**

To: SUNY Chancellor

From: Randall J. VanWagoner, President

Re: Mohawk Valley Community College Campus Plan for Designation of Tax-Free Areas ("Campus Plan")

Date: June 8, 2016

**For campus Office of the President:**

The arrangement documented in the attached Campus Plan is aligned to the academic mission of Mohawk Valley Community College and in accordance with all SUNY policies, procedures, and guidelines.

\_\_\_\_\_  
Signature of campus President

\_\_\_\_\_  
Date

Randall J. VanWagoner

**-----FOR SUNY SYSTEM ADMINISTRATION USE ONLY-----**

**For SUNY's START-UP NY Proposal Review Team Co-Chair:** It is recommended by the SUNY START-UP NY Proposal Review Team that the Chancellor approve the attached Campus Plan:

\_\_\_\_\_  
Proposal Review Team Co-Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Chair's name

**For SUNY Office of the Chancellor:**

The attached Campus Plan is hereby approved for campus submission to the chief executive officer of the municipality or municipalities in which the proposed Tax-Free Area is located, local economic development entities, the applicable campus governance bodies, union representatives and the and the NYS Commissioner of Economic Development.

\_\_\_\_\_  
Signature of the Chancellor or designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor or designee name

Attachment 1)



**START-UP NY CAMPUS PLAN FOR DESIGNATION OF TAX-FREE AREA(S)**

Campus Name: Mohawk Valley Community College  
Campus Contact Name: Frank B. DuRoss  
Campus Contact Title: Executive Director of Institutional Advancement  
Campus Contact E-mail: fduross@mvcc.edu  
Campus Contact Phone: 315.792.5526

**THE TAX-FREE NY AREA PLAN SHALL BE DEVELOPED BY THE CAMPUS TEAM AND PROVIDE THE FOLLOWING REQUIRED INFORMATION:**

- 1) Specification or identification of space or land proposed for designation as a Tax-Free NY Area identifying the following:
  - i. Provide the name and address of the SUNY, CUNY or community college seeking approval as a Sponsor, the address of the space or land proposed for designation as a Tax-Free NY Area, and a written description of the physical characteristics of the area for designation.

|                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name: Mohawk Valley Community College                                                                                                                                                                                                                  |
| Campus Address: 1101 Sherman Drive, Utica, NY 13501                                                                                                                                                                                                    |
| Addresses of Proposed Tax-Free NY Areas :<br><br>1) 1101 Sherman Drive, Utica, NY 13501<br>2) 1101 Floyd Ave, Rome, NY 13440<br>3) 784 Bomber Dr, Rome, NY 13441                                                                                       |
| Description of Physical Characteristics of Proposed Tax-Free NY Areas:<br><br>1) 5 acres of vacant land<br>2) 9.6 acres of vacant land<br>3) 408 Sq. Ft. of office space in Nosedock # 784<br><br>NOTE: The nosedock office space is currently vacant. |

- ii. Provide a clear boundary of each proposed site drawn in AutoCAD on a scaled campus map. Two versions should be created, one which included an imbedded layer from Google earth or other aerial photograph of the property. The second version would be without the photographic imagery. Each parcel under consideration must have a unique alpha numeric identifier, clearly labeled on each plan which will tie to the excel spreadsheet. Details are to be included in the excel spreadsheet attached to this plan. Provide digital files containing Polygoni shapefile that delineates area for designation (if available).

Attached to Campus Plan

- 4) Provide a description of the academic mission of the Sponsor and how the anticipated businesses will align or further the academic mission of the university or college.

MVCC's Mission of promoting student success and community involvement through a commitment to excellence and a spirit of service is complemented by the following Statement of Purpose:

As a diverse institution with a global view, Mohawk Valley Community College provides opportunities for affordable education, with support from Oneida County and the State of New York, and offers career, transfer and transitional education, programs for personal and cultural enrichment, and supports community and economic development.

To this end MVCC offers programs in the areas of Cyber Security, Culinary Arts, Carpentry & Masonry, Airframe & Powerplant (airplane repair and maintenance), STEM, and various health-related areas in addition to the traditional academic programs. Curriculum development for UAS support and Nanotechnology is ongoing.

The anticipated businesses would further the academic mission and purpose of the College providing an opportunity for students and faculty to see learned concepts and theories applied in a practical setting. It is anticipated internship opportunities would arise as well as the opportunity for classes to collaborate with the businesses to provide a "learning laboratory" within the business.

In regards to alignment, a critical piece of the vetting process would be an evaluation of how the business activity would synthesize with the academic programs.

- 5) Provide a description of how participation by those types of businesses in the Program would generate positive community and economic benefits, including but not limited to:
- Increased employment opportunities;
  - Increased opportunities for internships, vocational training and experiential learning for undergraduate and graduate study;
  - Diversification of the local economy;
  - Environmental sustainability;
  - Increased entrepreneurship and business startup opportunities;
  - Positive, non-competitive and/or synergistic links to existing businesses;
  - Effect on the local economy; and
  - Opportunities as a magnet for economic and social growth.

Businesses participating in the Program would generate positive economic benefits through the creation of jobs. The local economy has been diversifying with the investment in Nanotechnology, Cyber Security and now Unmanned Aerial System/Drone research and manufacturing. Adding businesses from these sectors to the local economy would further that diversification and development and would also spur expansion of local support businesses, e.g., materials suppliers, transportation, etc.

Locating on or near campus would also create opportunities for internships, vocational training and experiential learning for students. In regard to the Unmanned Aerial System/Drones

and Mohawk Valley EDGE where he serves as an executive committee member. MVCC will also work closely with these agencies to identify businesses interested in participating in the program.

### **Acceptance of Applications**

MVCC will establish a START-UP NY Advisory Committee to review applications and make a recommendation to the President regarding acceptance based on established criteria. The Committee will be comprised of:

- Vice President for Administrative Services;
- Vice President for Learning and Academic Affairs;
- Chair of the College Senate (or delegate);
- President of Student Congress (or delegate);
- Director of Facilities and Operations;
- Executive Director of Institutional Advancement.

### **Final Approval of Applications**

Upon receipt of a recommendation for acceptance from the Committee, the President will make a final determination as to approval or not. The President will base the determination on factors including, but not limited to, the calculated criteria scores (described below), consultation with the Board of Trustees, consultation with the College's local sponsor County, overall balance of the application portfolio, competitor analysis and other specific factors as may be determined by the President. Applications approved for acceptance by the President will then be submitted by MVCC.

### **Acceptance Criteria**

Acceptance criteria are grouped into three broad areas of consideration, as described below:

#### **Academic and Research Alignment**

- Is the business in an industry aligned with current and/or developing College research, scholarly, and creative activity?
- Does the business provide experiential learning and workforce opportunities (e.g., internships, fellowships, full-time jobs) for students and graduates?
- Does the business provide areas for partnership and advancement for faculty and students?
- Will the business provide access to research instrumentation, tools, and/or equipment necessary to advance the academic and research mission?
- Will the business fund scholarships, campus facilities or other academic services or amenities?



Attachment 2)

SUNY START-UP NY  
Campus Plan for Designation of Tax-Free Areas Memorandum (CPM)  
List of Properties

Please see attached document.

- f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.
- g. An officer or employee of a state agency should abstain from making personal investments in enterprises which he has reason to believe may be directly involved in decisions to be made by him or which will otherwise create substantial conflict between his duty in the public interest and his private interest.
- h. An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.
- i. No officer or employee of a state agency employed on a full-time basis nor any firm or association of which such an officer or employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such officer or employee, should sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the state agency in which such officer or employee serves or is employed.

**4. Violations.** In addition to any penalty contained in any other provision of law any such officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law. Any such individual who knowingly and intentionally violates the provisions of paragraph b, c, d or i of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed ten thousand dollars and the value of any gift, compensation or benefit received as a result of such violation. Any such individual who knowingly and intentionally violates the provisions of paragraph a, e or g of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed the value of any gift, compensation or benefit received as a result of such violation.

#### 6-103 Gratuities and Kickbacks

- 1) 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.
- 2) 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.
- 3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefor.

#### 6-104 Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

#### 6-105 Contemporaneous Employment Prohibited

It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with the governmental body by which the employee is employed.

#### 6-106 Waivers for Contemporaneous Employment Prohibition and Other Conflicts of Interest.

The County Board of Ethics may grant a waiver from the employee conflict of interest provision (Section 6-102; Employee Conflict of Interest) or the contemporaneous employment provision (Section 6-105; Contemporaneous Employment Prohibited) upon making a written determination that:

- a) the contemporaneous employment or financial interest of the County employee has been publicly disclosed; and
- b) the County employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
- c) the award will be in the best interests of the County of Oneida.

#### 6-107 Use of Confidential Information

It shall be unethical for any county employee or former county employee to knowingly use confidential information for actual or anticipated personal gain, or for the actual or personal gain of any other person.

Attachment 5)

SUNY START-UP NY  
Campus Plan for Designation of Tax-Free Areas Memorandum (CPM)  
START-UP NY Program Participation Policy

**Category:** Academic Affairs Community Colleges Legal and Compliance  
Research

**Responsible Office:** Academic Affairs

**Policy Title:** START-UP NY Program Participation Policy

**Document Number:** 6800

**Effective Date:** February 10, 2014

**This policy item applies to:** Community Colleges  
State-Operated Campuses

**Table of Contents**

Summary  
Policy  
Definitions  
Other Related Information  
Procedures  
Forms  
Authority  
History  
Appendices

**Summary**

START-UP NY is a state economic development program that positions SUNY campuses as magnets for entrepreneurs and businesses from around the globe. START-UP NY aligns with SUNY's mission of teaching, research and public service; enabling engagement with industry, knowledge acceleration, translation of research into practical applications, and delivering the 21st century workforce businesses need to grow and thrive.

START-UP NY will transform university communities to deliver unprecedented economic benefits to New York. To participate in the program, all campuses must comply with this policy and any applicable rules and regulations issued by the NYS Commissioner of Economic Development.

This policy governs the review process that all participating campuses must follow to secure SUNY's approval of the plans, applications, and other documents required by the NYS Commissioner of Economic Development to participate in the START-UP NY program. It also prescribes special requirements for the disclosure and management of actual or potential conflicts of interest in matters pertaining to the campus' START-UP NY program. Any conflict between this policy and any other applicable Conflict of Interest policy shall be resolved in favor of disclosure of

policy, and shall report such disclosures on a calendar year basis, by January 31st of each year, to the University Auditor or to the Chancellor's designee, in which case the University Auditor shall be copied on the correspondence to such designee. SUNY shall then forward such reports to the Commissioner of Economic Development for the State of New York, who shall make public such reports.

E. **Exceptions:** There are no exceptions to this policy.

### **Definitions**

**Business Interest** means that an individual (1) owns or controls 10% or more of the stock of an entity (or 1% in the case of an entity the stock of which is regularly traded on an established securities exchange); or (2) serves as an officer, director or partner of an entity.

**Official** means an employee at the level of dean and above as well as any other person with decision-making authority over a campus' START-UP NY Program, including any member of any panel or committee that recommends businesses for acceptance into the START-UP NY program.

**Relative** means any person living in the same household as another individual and any person who is a direct descendant of that individual's grandparents or the spouse of such descendant.

**Sponsoring College or University** means any entity defined or described in NYS Education Law Sec. 352 and Article 126.

**START-UP NY Program** means the SUNY Tax-free Areas to Revitalize and Transform Upstate New York Program established by Article 21 of the Economic Development Law.

**Tax-Free NY Area** means vacant land or space designated by the Commissioner of Economic Development Article 21 of the Economic Development Law that is eligible to receive benefits under the START-UP NY program.

### **Other Related Information**

**Start-Up NY Regulations;** available at the [Start-Up NY Website](#).

At least thirty days before submitting the Campus Plan to the Commissioner of Economic Development the campus must provide a copy of the Plan to the chief executive officer of the municipality or municipalities in which the proposed Tax-free NY Area is located, local economic development entities, the applicable university or college faculty senate, union representatives and the campus student government. The campus shall include in their submission to the Commissioner of Economic Development certification of such notification, as well as a copy of any written response from chief executive officer of the municipality or municipalities in which the proposed Tax-free NY Area is located, local economic development entities, the applicable campus or college faculty senate, union representatives and the campus student government.

[StartUp-NY.gov](#) website and program information.

### **Procedures**

**START-UP NY Program Participation, Procedures for**

### **Forms**

**SUNY START-UP NY Campus Plan for Designation of Tax-Free Area(s) Memorandum**

**SUNY START-UP NY Campus Plan for Designation of Tax-Free Area(s) Template**

**START-UP NY Sponsoring University or College Application for Business Participation Memorandum**

Attachment 6)

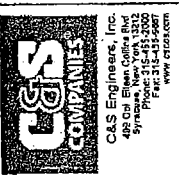
SUNY START-UP NY  
Campus Plan for Designation of Tax-Free Areas Memorandum (CPM)  
Evidence of Submission of Tax-Free Area Plan to Interested Parties

Please see attached document.

| Location      | UniqueID               | Owner              | PropertyType | StreetAddress   | City  | ZipCode | ParcelID      | Building | SpaceType | SqFt | Acres | Description                 | onCampus | WithinMileOfCampus | Latitude  | Longitude | Note |
|---------------|------------------------|--------------------|--------------|-----------------|-------|---------|---------------|----------|-----------|------|-------|-----------------------------|----------|--------------------|-----------|-----------|------|
| City of Rome  | SU-320-1-L-52734-000-A | NYCC/Oneida County | 1            | 1101 Floyd Ave  | Rome  | 13440   | 246.006-1-1   | N/A      | D         | N/A  | 9.6   | 9.6 acres of vacant land    | yes      | on campus          | 43° 13' N | 75° 25' W |      |
| City of Utica | SU-320-1-L-07734-000-A | NYCC/Oneida County | 1            | 1101 Sherman Dr | Utica | 13501   | 331.013-2-1   | N/A      | D         | 5    | 5     | 5 acres of vacant land      | yes      | on campus          | 43° 4' N  | 75° 13' W |      |
| City of Rome  | SU-320-1-B-57734-000-A | Oneida County      | 1            | 784 Bomber Dr   | Rome  | 13441   | 243.000-1-1.1 | N/A      | C         | 408  | N/A   | office space in Nosedock 78 | yes      | on campus          | 43° 13' N | 75° 25' W |      |

\* 500 sq. ft. campus  
 R= 1/2 mile off campus  
 S= State Asset  
 \*\* Asanfire building  
 B= floor within building  
 C= room within building  
 D= land on campus  
 E= land off campus  
 F= entire building off campus  
 G= partial building off campus  
 H= state asset

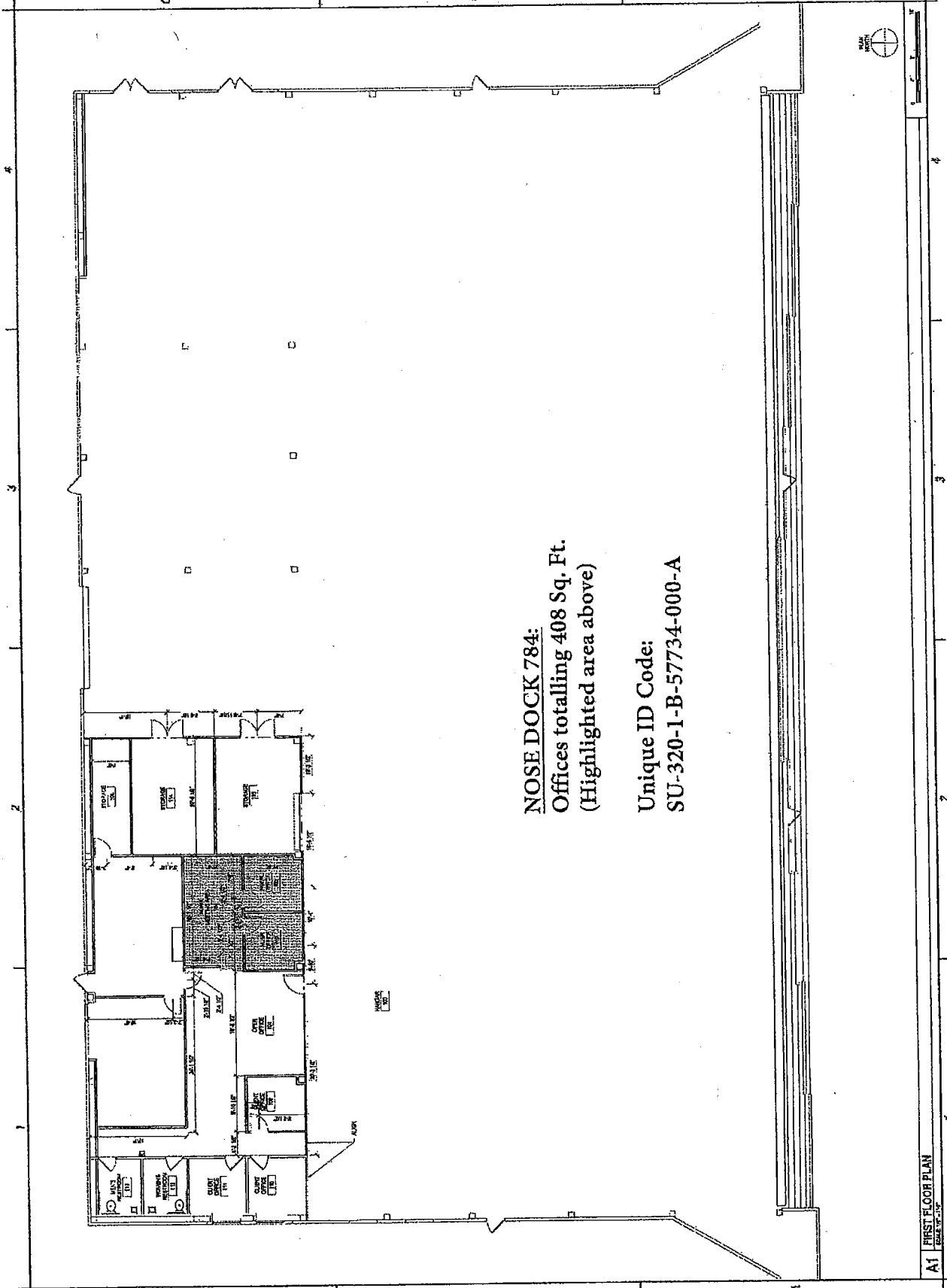
Designated Land or Buildings Unique ID Standard  
 See Sheet 2: SUWY Unique ID Codes



**ONEIDA COUNTY  
GRIFFISS INTERNATIONAL AIRPORT  
NOSE DOCK #784  
NUAIR RENOVATIONS  
ROME, NEW YORK**

| DATE                                                                                                                                                                                                                                                                                                                                                                                                           | DESCRIPTION |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| PROJECT NO. 16219007                                                                                                                                                                                                                                                                                                                                                                                           | REVISIONS   |
| DATE                                                                                                                                                                                                                                                                                                                                                                                                           | JUNE 2015   |
| DRAWN BY                                                                                                                                                                                                                                                                                                                                                                                                       | B.E. MARINO |
| DESIGNED BY                                                                                                                                                                                                                                                                                                                                                                                                    | B.E. MARINO |
| NO. OF SHEETS                                                                                                                                                                                                                                                                                                                                                                                                  | 1 OF 1      |
| <small>THIS DRAWING IS THE PROPERTY OF C&amp;S COMPANIES. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF C&amp;S COMPANIES.</small> |             |

**FIRST FLOOR PLAN**  
**A-101**



**NOSE DOCK 784:**  
**Offices totalling 408 Sq. Ft.**  
**(Highlighted area above)**

**Unique ID Code:**  
**SU-320-1-B-57734-000-A**

**A1 FIRST FLOOR PLAN**

Copyright ©



# **EXHIBIT C**

Attachment 3)

SUNY START-UP NY  
Campus Plan for Designation of Tax-Free Areas Memorandum (CPM)  
POL§74

## PUBLIC OFFICERS LAW

### § 74. Code of ethics.

1. **Definition.** As used in this section: The term "*state agency*" shall mean any state department, or division, board, commission, or bureau of any state department or any public benefit corporation or public authority at least one of whose members is appointed by the governor or corporations closely affiliated with specific state agencies as defined by paragraph (d) of subdivision five of section fifty-three-a of the finance law or their successors.

The term "*legislative employee*" shall mean any officer or employee of the legislature but it shall not include members of the legislature.

2. **Rule with respect to conflicts of interest.** No officer or employee of a state agency, member of the legislature or legislative employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

3. **Standards.**

- a. No officer or employee of a state agency, member of the legislature or legislative employee should accept other employment which will impair his independence of judgment in the exercise of his official duties.
- b. No officer or employee of a state agency, member of the legislature or legislative employee should accept employment or engage in any business or professional activity which will require him to disclose confidential information which he by reason of his official position or authority.
- c. No officer or employee of a state agency, member of the legislature or legislative employee should disclose confidential information acquired by him in the course of his official duties nor use such information to further his personal interests.
- d. No officer or employee of a state agency, member of the legislature or legislative employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes.
- e. No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the state with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties.

f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.

g. An officer or employee of a state agency should abstain from making personal investments in enterprises which he has reason to believe may be directly involved in decisions to be made by him or which will otherwise create substantial conflict between his duty in the public interest and his private interest.

h. An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.

i. No officer or employee of a state agency employed on a full-time basis nor any firm or association of which such an officer or employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such officer or employee, should sell goods or services of any person, firm, corporation or association which is licensed or whose rates are fixed by the state agency in which such officer or employee serves or is employed.

**4. Violations.** In addition to any penalty contained in any other provision of law any such officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law. Any such individual who knowingly and intentionally violates the provisions of paragraph b, c, d or i of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed ten thousand dollars and the value of any gift, compensation or benefit received as a result of such violation. Any such individual who knowingly and intentionally violates the provisions of paragraph a, e or g of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed the value of any gift, compensation or benefit received as a result of such violation.

Attachment 4)

SUNY START-UP NY  
Campus Plan for Designation of Tax-Free Areas Memorandum (CPM)  
MVCC and Oneida County Conflict of Interest Policies

**MVCC:**

**Conflict of Interest Policy**

Any college officer or employee who has, will have or later acquires an interest in any actual or proposed contract with the college of which he is an officer or employee, shall publicly disclose the nature and extent of such interest in writing to the Board of Trustees thereof as soon as he has knowledge of such actual or prospective interest.

No college officer or employee shall be interested financially in any contract entered into by the college pursuant to Sections 800-808 of the General Municipal Law. This also precludes acceptance of gratuities, financial or otherwise, by the above persons, from any supplier of materials or services to the college (Limit \$75).

(Approved by MVCC Trustees 11/21/11)

**Oneida County:**

**ARTICLE 6 – ETHICS IN PUBLIC CONTRACTING**

**6-101 Criminal Penalties.**

To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of any New York State or Oneida County law they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Part. Criminal, civil, and administrative sanctions against employees or non-employees which are in existence on the effective date of this Policy shall not be impaired.

**6-102 Employee Conflicts Of Interest**

It shall be unethical for any County of Oneida employee to participate directly or indirectly in a procurement contract when the County employee knows that:

- a) the County of Oneida employee or any member of the County employee's immediate family has a financial interest pertaining to the procurement contract; or
- b) any other person, business, or organization with which the County employee or any member of a County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract. A County of Oneida employee or any member of a County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

#### 6-103 Gratuities and Kickbacks

- 1) 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.
- 2) 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.
- 3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefor.

#### 6-104 Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

#### 6-105 Contemporaneous Employment Prohibited

It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with the governmental body by which the employee is employed.

#### 6-106 Waivers for Contemporaneous Employment Prohibition and Other Conflicts of Interest.

The County Board of Ethics may grant a waiver from the employee conflict of interest provision (Section 6-102; Employee Conflict of Interest) or the contemporaneous employment provision (Section 6-105; Contemporaneous Employment Prohibited) upon making a written determination that:

- a) the contemporaneous employment or financial interest of the County employee has been publicly disclosed; and
- b) the County employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
- c) the award will be in the best interests of the County of Oneida.

#### 6-107 Use of Confidential Information

It shall be unethical for any county employee or former county employee to knowingly use confidential information for actual or anticipated personal gain, or for the actual or personal gain of any other person.

**6-108 Sanctions**

1) Employees. Sanctions against employees shall be in accordance with Chapter 66 of the Laws of Oneida County. (Code of Ethics)

2) Non-Employees. The Director of Purchasing may impose any one or more of the following sanctions on a non-employee for violations of ethical standards:

- a) written warnings or reprimands;
- b) termination of contracts; or
- c) debarment or suspension as provided in Section 4-101 (Authority to Debar or Suspend).

# 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 • Email: [publichealth@ocgov.net](mailto:publichealth@ocgov.net)

July 19, 2016

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

FN 20 16-287

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached are five (5) copies of a multi-year grant between Oneida County through its Health Department and the New York State Department of Health.

This New York State Department of Health Master Grant (DOH01-C30905GG-345000) is used to support the County's Lead Poisoning Prevention Program. Funding from this grant provides education to increase knowledge and awareness of the public and health care providers regarding lead poisoning, increases blood testing rates of mothers and children, and follows-up with children with elevated blood lead levels.

This is the Master Grant for a multi-year award which runs from October 1, 2015 through September 30, 2020 and totals \$1,051,295.00. The current payment period is October 1, 2015 through September 30, 2016. The New York State Department of Health Master Grant reimbursement is \$210,259 annually and is 100% grant funded.

This agreement is mandated by Public Health Law.

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

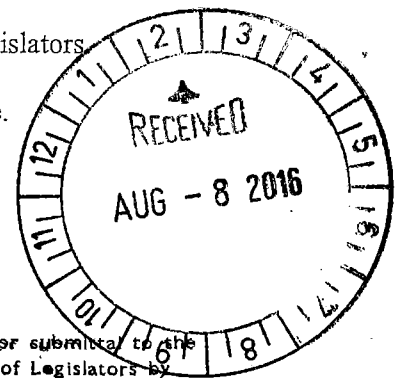
Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

*Phyllis D. Ellis / PAB*

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.  
Director of Health

Attachments  
NS



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

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

Date 8/8/16

**Oneida Co. Department: Public Health**

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other**   **X**  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** New York State Department of Health  
Corning Tower  
Empire State Plaza  
Albany, NY 12237

**Title of Activity or Service:** Lead Poisoning Prevention Program

**Proposed Dates of Operation:** This is a multi-year grant from October 1, 2015 through September 30, 2020.

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

**Summary Statements**

**1) Narrative Description of Proposed Services**

Provide education to increase knowledge and awareness of the public and health care providers regarding lead poisoning, increase blood testing rates of mothers and children, and follow-up with children with elevated blood lead levels.

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

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

**Total Funding Requested:** 1,051,295.00

**Exp Account #** A4015

**Rev Account #** A3415

**Oneida County Dept. Funding Recommendation:** \$1,051,295.00

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

NYS Department of Health Master Grant (DOH01-C30905GG-3450000)

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This is the master 5-year grant for the Lead Program and will be paid in annual increments of \$210,259.



**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

|                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>STATE AGENCY (Name &amp; Address):</p> <p>Department of Health</p> <p>Department of Health<br/>                 Corning Tower<br/>                 Empire State Plaza<br/>                 Albany, NY 12237</p>                                                                                                                                                | <p>BUSINESS UNIT/DEPT. ID: DOH01</p> <p>CONTRACT NUMBER: DOH01-C30905GG-3450000</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>                                                                                                     |
| <p>CONTRACTOR SFS PAYEE NAME:</p> <p>ONEIDA COUNTY OF</p>                                                                                                                                                                                                                                                                                                         | <p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>                                                                                                                                                                                                                                       |
| <p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>Oneida County</p>                                                                                                                                                                                                                                                                                                     | <p>PROJECT NAME:</p> <p>Oneida County Health Department Lead Poisoning Prevention Program</p>                                                                                                                                                                                                                                                                                                   |
| <p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595</p> <p>Federal Tax ID Number: 156000460</p> <p>DUNS Number (if applicable): 075814186</p>                                                                                                                                                                                           | <p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):<br/>93.994</p>                                                                                                                                                                                                                                                                                                         |
| <p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>ATTN COUNTY CLERK 800 PARK AVE<br/>                 UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> | <p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption State/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p> |

Contract Number: # DOH01-C30905GG-3450000

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

|                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 10/01/2015                      To: 09/30/2020</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 10/01/2015                      To: 09/30/2020</p> <p><b>AMENDED TERM:</b></p> <p>From:                                              To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:                                              To:</p> | <p><b>CONTRACT FUNDING AMOUNT</b></p> <p>(Multi-year - enter total projected amount of the contract;<br/>Fixed Term/Simplified Renewal - enter current period amount):</p> <p><b>CURRENT:</b>        \$1,051,295.00</p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p align="center"> <input type="checkbox"/> State<br/> <input checked="" type="checkbox"/> Federal<br/> <input checked="" type="checkbox"/> Other         </p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:*  
 (Out years represents projected funding amounts)

| # | CURRENT PERIOD        | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT |
|---|-----------------------|----------------|----------------|----------------|
| 1 | 10/01/2015-09/30/2016 | \$210,259.00   |                |                |
| 2 | 10/01/2016-09/30/2017 | \$210,259.00   |                |                |
| 3 | 10/01/2017-09/30/2018 | \$210,259.00   |                |                |
| 4 | 10/01/2018-09/30/2019 | \$210,259.00   |                |                |
| 5 | 10/01/2019-09/30/2020 | \$210,259.00   |                |                |

Contract Number: # DOH01-C30905GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:  A-1 Program Specific Terms and Conditions  
 A-2 Federally Funded Grants

- Attachment B:  B-1 Expenditure Based Budget  
 B-2 Performance Based Budget  
 B-3 Capital Budget  
 B-4 Net Deficit Budget  
 B-1 (A) Expenditure Based Budget (Amendment)  
 B-2 (A) Performance Based Budget (Amendment)  
 B-3 (A) Capital Budget (Amendment)  
 B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment M

Contract Number: # DOH01-C30905GG-3450000

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:  
ONEIDA COUNTY OF

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

Printed Name

Title: \_\_\_\_\_

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

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Health

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

Printed Name

Title: \_\_\_\_\_

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

ATTORNEY GENERAL'S SIGNATURE  
APPROVED AS TO FORM

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

Printed Name

Title: \_\_\_\_\_

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

STATE COMPTROLLER'S SIGNATURE

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

Printed Name

Title: \_\_\_\_\_

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

Contract Number: # DOH01-C30905GG-3450000

**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

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

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<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: # DOH01-C30905GG-3450000

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 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 and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (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 rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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<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.

## 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. Initial 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. Subsequent 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 dates specified in Attachment D (Payment and Reporting Schedule).
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), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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<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.

- h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).
- i) 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,

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<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.



(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 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.

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. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

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. If requested by the State, 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. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall 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 and Requirements Mandated by Federal Laws).

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 and Requirements Mandated by Federal Laws).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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 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 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.

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.

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<sup>9</sup> Not applicable to not-for-profit entities.

**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 federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

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 awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,



which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 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, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports 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 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 (*quarterly*) voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

Center for Environmental Health  
Division of Environmental Health Protection  
Attn: Pat Burl  
Empire State Plaza, Corning Tower Bldg., Room 1629  
Albany, NY 12237

**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: Michael J. Cambridge

Title: Director, Division of Environmental Health Protection

Address: Empire State Plaza, Corning Tower Bldg., Rm. 1619, Albany, NY 12237

Telephone Number: 518/402-7510

Facsimile Number: 518/402-7524

E-Mail Address: michael.cambridge@health.ny.gov

**Vendor/Grantee**

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

**Part B. Program Specific Clauses**

Attachment A-1 Part B intentionally omitted.

**ATTACHMENT A-2  
FEDERALLY FUNDED GRANTS**

**Part A. AGENCY SPECIFIC CLAUSES**

**A. Federal Certifications:** This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

1. Lobbying Certification (except as otherwise provided in Part B of this Attachment A-2)

a) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

b) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

c) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

(i) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an

November 13, 2014

officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - (ii) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - (iii) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.
  - (iv) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- (i) Payments of reasonable compensation made to its regularly employed officers or employees;

November 13, 2014

- (ii) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
- (iii) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

2. 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.

3. Certification Regarding Debarment and Suspension: Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after

August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

a) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

**Instructions for Certification**

- (i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (ii) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (iii) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (iv) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (v) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

November 13, 2014



- (vi) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- (vii) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- (viii) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (ix) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- (i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
- (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**B. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

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 awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 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

November 13, 2014

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, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports 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 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.

**Part B. Program Specific Federal Clauses**

Additional Department of Health program specific federal clauses follow in Attachment A-2 Part B.

<<    **OR**    >>

Attachment A-2 Part B intentionally omitted.

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET**

**SUMMARY**

PROJECT NAME: Oneida County Health Department Lead Poisoning Prevention Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2015

To: 09/30/2016

| CATEGORY OF EXPENSE             | GRANT FUNDS         | MATCH FUNDS   | MATCH %    | OTHER FUNDS   | TOTAL               |
|---------------------------------|---------------------|---------------|------------|---------------|---------------------|
| <b>1. Personal Services</b>     |                     |               |            |               |                     |
| a) Salary                       | \$124,997.00        | \$0.00        | 0 %        | \$0.00        | \$124,997.00        |
| b) Fringe                       | \$52,074.00         | \$0.00        | 0 %        | \$0.00        | \$52,074.00         |
| Subtotal                        | \$177,071.00        | \$0.00        | 0 %        | \$0.00        | \$177,071.00        |
| <b>2. Non Personal Services</b> |                     |               |            |               |                     |
| a) Contractual Services         | \$0.00              | \$0.00        | 0 %        | \$0.00        | \$0.00              |
| b) Travel                       | \$1,400.00          | \$0.00        | 0 %        | \$0.00        | \$1,400.00          |
| c) Equipment                    | \$0.00              | \$0.00        | 0 %        | \$0.00        | \$0.00              |
| d) Space/Property & Utilities   | \$0.00              | \$0.00        | 0 %        | \$0.00        | \$0.00              |
| e) Operating Expenses           | \$31,788.00         | \$0.00        | 0 %        | \$0.00        | \$31,788.00         |
| f) Other                        | \$0.00              | \$0.00        | 0 %        | \$0.00        | \$0.00              |
| Subtotal                        | \$33,188.00         | \$0.00        | 0 %        | \$0.00        | \$33,188.00         |
| <b>TOTAL</b>                    | <b>\$210,259.00</b> | <b>\$0.00</b> | <b>0 %</b> | <b>\$0.00</b> | <b>\$210,259.00</b> |

ATTACHMENT B-1 EXPENDITURE BASED BUDGET  
PERSONAL SERVICES DETAIL

| SALARY                  |                                |                            |                          |                         |              |                         |
|-------------------------|--------------------------------|----------------------------|--------------------------|-------------------------|--------------|-------------------------|
| POSITION TITLE          | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK (HOURS) | PERCENT OF EFFORT FUNDED | NUMBER OF MONTHS FUNDED | TOTAL        |                         |
| Program Coordinator     | \$70,722.00                    | 35                         | 90                       | 12                      | \$63,650.00  |                         |
| Outreach Worker         | \$44,491.00                    | 35                         | 100                      | 10.5                    | \$38,930.00  |                         |
| Sr. Office Specialist I | \$28,021.00                    | 35                         | 80                       | 12                      | \$22,417.00  |                         |
|                         |                                |                            |                          | Subtotal                | \$124,997.00 |                         |
| TOTAL FRINGE            |                                |                            |                          |                         |              |                         |
|                         |                                |                            |                          |                         |              | \$52,074.00             |
|                         |                                |                            |                          |                         |              | PERSONAL SERVICES TOTAL |
|                         |                                |                            |                          |                         |              | \$177,071.00            |

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
*NON-PERSONAL SERVICES DETAIL*

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION | TOTAL  |
|-----------------------------------------|--------|
| N/A                                     | \$0.00 |
| TOTAL                                   | \$0.00 |

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**  
**NON-PERSONAL SERVICES DETAIL**

| TRAVEL - TYPE/DESCRIPTION                                                 | TOTAL      |
|---------------------------------------------------------------------------|------------|
| Travel to and from home visits, community events, meetings and trainings. | \$1,400.00 |
| TOTAL                                                                     | \$1,400.00 |

| EQUIPMENT - TYPE/DESCRIPTION | TOTAL  |
|------------------------------|--------|
| N/A                          | \$0.00 |
| TOTAL                        | \$0.00 |



| SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION | TOTAL  |
|--------------------------------------------------|--------|
| N/A                                              | \$0.00 |
| N/A                                              | \$0.00 |
| TOTAL                                            | \$0.00 |

| SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION | TOTAL  |
|-------------------------------------------------|--------|
| N/A                                             | \$0.00 |
| TOTAL                                           | \$0.00 |

| TYPE/DESCRIPTION OF UTILITY EXPENSES |       | TOTAL  |
|--------------------------------------|-------|--------|
| N/A                                  |       | \$0.00 |
|                                      | TOTAL | \$0.00 |

| OPERATING EXPENSES - TYPE/DESCRIPTION                                                                                 |       | TOTAL       |
|-----------------------------------------------------------------------------------------------------------------------|-------|-------------|
| Office supp, postage, printing, int. serv, dust wipes, cell phone, cleaning supp., billboard, PSAs, HEPA supp, copier |       | \$31,788.00 |
|                                                                                                                       | TOTAL | \$31,788.00 |

| OTHER - TYPE/DESCRIPTION | TOTAL  |
|--------------------------|--------|
| N/A                      | \$0.00 |
| TOTAL                    | \$0.00 |

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Oneida County Health Department Lead Poisoning Prevention Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2015

To: 09/30/2016

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.  
Oneida County LPPP

Goal 1: Program Administration  
Local Health Departments (LHD) will effectively administer a Lead Poisoning Prevention Program (LPPP).

An organizational chart has been developed and is updated as needed.

Current Local Lead Poisoning Prevention Program policy and procedure manuals are maintained for Case Coordination and Environmental staff. Policies and Procedures are consistent with program goals and objectives for both case coordination and environmental activities. The manuals are based on the NYS Public Health Law, NYS Administrative Rules and Regulations, follow-up services guidelines, and the Environmental Health Manual. Hard copies of the manuals are available to staff. In addition the manuals are saved electronically in a secure shared drive.

Current Local Health Department Lead Poisoning Prevention Program policy and procedure manuals that are consistent with program goals and objectives for both nursing and environmental activities are maintained. The manuals are based on the NYS Public Health Law, NYS Administrative Rules and Regulations, follow-up services guidelines, and the Environmental Health Manual.

Review the Local Health Department Lead Poisoning Prevention Program policy and procedure manual(s) at least annually per 10 NYCRR – Article 28 751.5 (c) and update as needed. As new guidance documents are made available during the contract year, update accordingly. Manual must include the following:

- A written description of follow-up blood lead testing schedules and activities: confirmatory and follow-up blood lead testing schedules, educational mailings, and components of home visits for children up to the age of 18 years.
- Discharge criteria.
- Record documentation, including samples of all forms developed or used with the most recent revision date on the forms.
- Methods of communication and follow-up with parents and guardians (reminder letters, telephone calls and home visits).

- Methods of communication with LPPP or NYSDOH DO environmental health staff to discuss specific cases and when environmental referrals have been made.
- Methods of communication with HCPs on required follow-up activities if not provided by LPPP.
- Procedure for assisting families with temporary relocations, if necessary.
- Quality Assurance and Quality Improvement activities (include case review, chart reviews, and actions for any deficiencies noted). Per 10NYCRR-Article 28 Section 751.8
- LeadWeb and other comparable data management activities, including pre-screening and matching, case matching, care coordination, environmental referrals, and environmental case management.  
Manuals are centrally located and available/accessible for use by LHD staff and for review by NYSDOH state/regional staff during a site visit review process or upon request from NYSDOH staff. LHD has hard copy manuals and manuals are stored electronically in a shared drive.  
High-risk areas include City of Utica High-Risk Target Area includes full and partial census tracts: 208.03, 209.00, 210.00, 211.01, 211.02, 212.01, 212.02, 214.01, 215.00, 264.00 based on Census data, GIS mapping by census tract and local data related to children with BLLs > 15 ug/dL is maintained. (such as GIS maps, surveillance data, key informants, community partners) LPPP has the capability to identify and assess high-risk populations annually. This is done by developing and reviewing GIS maps and surveillance data. In order to reach residents in the High-risk area, the following activities take place:
- PSAs on lead hazards are aired on local radio stations, billboards promoting BLL testing and risk reduction
- Community presentations are provided (upon request) to families and organizations.
- Educational materials are provided to local food banks for distribution
- Lead poisoning prevention displays are set up at Utica Public Library.
- Grand Rounds are held annually through collaboration with RLRC, Dr. Weinberger. Medical residents and health care providers that typically provide medical services to low income families attend regularly.
- Medical Residents at the Family Medicine Center in Utica are provided with individual training related to lead poisoning prevention and regulations.
- The OCHD website provides a mechanism for residents to submit questions and/or concerns to environmental health staff. Inquiries related to lead poisoning issues are answered by LPPP staff.
- The OCHD Facebook page regularly posts lead poisoning prevention information.

Housing issues and RRP rules are discussed during community presentations. Safe renovation information is included in Lead Poisoning Prevention Week and library displays in Rome and Utica. The OCHD website provides a mechanism for residents to submit questions and/or concerns to environmental health staff. Inquiries related to lead poisoning issues are answered by LPPP staff. The OCHD Facebook page regularly posts lead poisoning prevention information.

The Program Coordinator attends quarterly MVRRCR meetings. Information related to refugee arrivals, issues related to housing, and cultural practices are provided. Program Coordinator provides LPPP updates. Members representing various community agencies such as Utica Public School District, Neighborhood Center, Utica Community Health Center, Utica Public School System and Mohawk Valley Community Action Agency regularly attend. MVRRCR houses a HEPA vacuum cleaner provided to them by OCHD. All rental units are vacuumed prior to newly arrived refugees moving in.

Program Coordinator attends quarterly MVCAA Health Advisory Committee Meetings. Lead poisoning prevention information and updates are provided to attendees. LPPP staff attend the Annual Head Start Health Fair. Collaboration takes place between LPPP, CLPPP, OCHD Clinic, WIC, OCHD Community Educators, Dr. Burns (DDS), Head Start staff and community agencies. Lead education packets are provided to every Head Start family. BLL records and risk factors are reviewed with parents and BLLs are provided when deemed necessary. Parents receive verbal information related to lead poisoning risks and reduction

strategies. Parents and Head Start staff are notified of BLL results. BLL reminder letters and educational materials are provided when deemed necessary.

The Program Coordinator provides WIC staff with annual training. Educational materials are provided to staff and participants. Displays are provided in the Rome and Utica sites during Lead Poisoning Prevention Week. A poster has been provided to each site notifying parents that BLLs are not included in bloodwork done at WIC appointments. Through Collaboration with CLPPPP, Lead Risk Assessment Forms completed by parents receiving WIC are reviewed to determine if any risk factors exist and if BLL testing is needed. Letters and educational materials are mailed to parents of children outside of the CLPPP area when BLL testing is needed.

In collaboration with CLPPPP and Cornell Cooperative Extension, efforts are underway to develop a DVD which will include lead poisoning prevention information targeted to new parents. The goal is to have this information streaming on hospital television channels in the maternity wards at St. Luke's Hospital in Utica and Rome Memorial Hospital. In addition, staff at both hospitals have been asked to include a LPPP brochure in patient packets and/or make them available with other publications which are available to patients and visitors. The possibility of having the DVD shown at prenatal birthing classes is being explored. In addition, consideration will be given to providing DVDs to prenatal health care providers for streaming in their office waiting rooms.

#### Goal 2: Education

Increase the public, healthcare providers', professionals', and local policy makers' knowledge and awareness of lead poisoning and lead poisoning prevention in children and pregnant women, including the specific impact on the local community.

Grand Rounds are held at St. Elizabeth Hospital in Utica and plans are being made to present at Rome Memorial Hospital also. Dr. Weinberger/RLRC, presents information related to BLL testing/risk assessment questions/risk reduction information provided. LPPP Program Coordinator, CLPPPP Program Manager or nursing staff provide medical residents from the Family Medical Center with lead poisoning prevention and BLL testing requirement information by meeting with them individually or in small groups.

An email distribution list has been developed which is used by the Program Coordinator to communicate with Pediatric Health Care Providers, Prenatal Care Providers and Family Practitioners. RLRC Lead Centerpoint newsletters are sent, electronically, two times per year. In addition, this system is used to communicate with health care providers regarding any pertinent lead poisoning prevention updates, such as product recalls.

Program Coordinator will accompany OCHD clinic staff on AFIX visits. Lead poisoning prevention information and materials such as brochures and posters will be provided. Testing rates will be discussed and when possible, individual patient records will be reviewed when it is known that children are lacking BLL initial and/or follow-up testing. Each practice will be provided with a graph showing their BLL testing rates for one-year-olds, two-year-olds, and three-year-olds with tests at around one and two years of age in comparison to overall county testing rates.

OUCHD staff collaborates with local media to educate the public about lead poisoning issues via articles and/or radio and television interviews.

Lead Poisoning Prevention displays are set up at Jervis Library in Rome and Utica Public Library. Displays include items of concern, descriptions of OCHD Lead Poisoning Prevention Programs, identifying lead hazards, and risk reduction, and the importance of BLL testing. In addition, LPPP collaborates with the Healthy Neighborhoods Program to include lead poisoning prevention information in their September display at Jervis Public Library. A supply of LPPP brochures and Leo the Lion coloring books are made available to patrons.



Updates are made to the OHCHD section of the Oneida County Website as needed. Website information includes current information related to screening, lead poisoning prevention, lead hazard reduction, work safe and work clean concepts, lead safety for contractors. EPA training links, lead related links, HEPA vacuum loaner program, lead recalls, maps identifying designated high risk areas, health care provider online course with CCEs, HUD Visual Assessment course and Green Window Initiative. In addition, viewers can sign up for Property Owner, Window Replacement Seminars, Lead Safe Work Practice, Renovation and Remodeling and EOPA Lead Abatement courses. Links have been added for Certified Renovators, and reports to EPA and Attorney General regarding unsafe renovations.

County food banks are provided with lead poisoning prevention materials to be distributed in facilities and/or placed into food boxes.

LPPP collaborates with CLPPPP and Mohawk Valley Community Action Agency/Head Start to provide an annual health fair to families with children that attend Head Start. The health fair includes lead poisoning prevention information and materials and blood lead level testing for children in need of testing. In addition, children and parents attending can receive information related to nutrition. Children can also receive dental exams, BMI's, hearing and vision testing, physical exams and vision and hearing screenings.

Lead Poisoning Prevention information is provided at Community Health Fairs upon request. Educational materials are distributed and OCHD staff is available to answer questions.

Public Service Announcements are broadcast on local radio stations. These are scheduled at times when CLPPPP is not broadcasting PSA's in order to avoid duplication.

A Billboard is displayed on the Rt. 12 arterial. This is an electronic billboard. Messages are changed throughout the year in order to display a variety of lead poisoning prevention messages. The billboard company assists with graphic designs for billboard displays. In addition, LPPP is collaborating with CLPPPP to develop additional billboard designs to be displayed in West Utica and will be funded with CLPPPP grant funds.

LPPP collaborates with CLPPPP and hangs CLPPPP door hangers on door knobs in dwellings with multiple units when conducting LPPP Outreach Visits in the CLPPPP target area.

LPPP is collaborating with CLPPPP to develop Centro bus advertisements which will be on the interior and exterior of busses traveling through Utica. These advertisements will promote BLL testing and will also provide general lead poisoning prevention information. This project will be funded by CLPPPP.

LPPP collaborated with CLPPPP to develop a poster and letter to be mailed to Oneida County Day Care Providers prior to Lead Poisoning Prevention Week.

The Program Coordinator attended an Open House at the Oneida County Legal Aid Society. Lead poisoning prevention information was provided. Information was obtained from Legal Aid staff in relation to assisting residents with tenant/landlord disputes related to lead contamination issues.

LPPP provides lead poisoning prevention information to college nursing students upon request. In addition, when feasible, college students shadow LPPP staff when conducting home visits. Students complete evaluations at when they have completed their allotted time with OCHD staff. When available, nursing students assist with community projects such as educating pre-school children and creating art work with pre-school children for displays.

OCHD Community Educators post lead poisoning prevention information on OCHD's Facebook page at least one time per month.

Lead poisoning prevention presentations will be conducted as part of Mohawk Valley Community College's (MVCC) Cultural Series upon request. In addition, LPPP collaborates with the Healthy Neighborhoods Program staff to include lead poisoning prevention information in HNP presentations at MVCC. Lead Poisoning Prevention Presentations are provided to Department of Social Services (DSS) staff upon request. Information provided to include causes and effects of lead poisoning, importance of BLL testing, prevention strategies, and ways in which OCHD and DSS can work together to prevent childhood lead poisoning and increase testing rates. In addition, LPPP staff discusses lead poisoning prevention information as needed on a case-by-case basis when DSS and LPPP are both involved with the same family and proper Authorization for Release of Information forms have been completed.

LPPP provides lead poisoning prevention information to college nursing students upon request. In addition, when feasible, college students shadow LPPP staff when conducting home visits. Students complete evaluations at when they have completed their allotted time with OCHD staff. When available, nursing students assist with community projects such as educating pre-school children and creating art work with pre-school children for displays.

Updated information is provided to the County Executive and Legislators which relates to incidence and testing rates and programs being provided to county residents.

#### Goal 3: Blood Lead Testing and Screening

All children and pregnant women are tested for lead poisoning consistent with requirements outlined in NYS Public Health Law, Administrative Rules and Regulations, and CDC guidelines.

Health care providers with the three lowest blood lead testing rates for the previous contract year will be contacted to educate on 1) NYS testing requirements, 2) county's testing rates, 3) the provider's testing rates, 4) data unique to the county (i.e., specific high risk groups and communities in the jurisdiction), 5) NYSDOH Guidelines for the Identification and Management of Lead Exposure in Children, and 6) NYSIIS prompts and reports as a tool to increase testing rates and management of children in the practice. For practices that provide care for children residing in multiple jurisdictions, LHD LPPPs may collaborate to provide education.

Capillary testing is monitored and letters are mailed to parents/caretakers and HCPs when capillary levels warrant a follow-up venous test. BLL follow-up testing filters are included in displays and discussed when conducting presentations and attending community agency meetings. The use of LeadCare II for capillary testing is discussed during HCP visits.

The importance of asking parents lead risk assessment questions is stressed at Grand Rounds, held in conjunction with RLRC. Risk assessment questions are discussed when conducting community presentations. The importance of asking risk assessment questions and appropriate follow-up testing are stressed when conducting HCP visits.

One and two-year-old BLL reminder letters are mailed to parents/caretakers and copied to HCPs.

LPPP arranges for lead testing for uninsured children and has established a system for referring screening results to the child's primary health care provider. The OCHD Clinic collects venous or samples and sends them to a permitted clinical laboratory for analysis.

LPPP has developed, maintained and implements a sliding fee schedule for blood lead testing of children from families with incomes in excess of 200% FPL, pursuant to Section 606 of the Public Health Law.

Parents of all children without insurance are referred to a facilitated enroller to identify and assist the family in enrolling in an insurance program.

All children with elevated blood lead levels receive timely and appropriate follow-up services, consistent with the PH Law, Administrative Rules and Regulations, and CDC and NYS guidance. All children with BLLs > 5 µg/dL are tracked to assure appropriate follow-up in accordance with current NYSDOH regulations (10 NYCRR, Part 67) and guidelines. Activities include: care coordination, risk reduction education, follow-up testing, confirmatory testing, diagnostic evaluation, medical management, environmental management and case management. Educational materials are mailed to parents/caregivers and copied to Health Care Providers until BLLs are < 5 ug/dL, contact with the family is lost, the child moves out of Oneida County, the parent/caretaker refuses repeated requests to have the child re-tested, or the child passes away.

Outreach and Environmental staff are co-located at OCHD offices. Case review meetings are held every two weeks with Program Coordinator, Outreach Worker and Sanitarian. New and ongoing cases are discussed. Program Coordinator documents cases reviewed in children's LeadWeb records. In addition, a count of cases reviewed is kept. Unit meetings are held every two weeks with Program Coordinator, Outreach Worker, Sanitarian and Sr. Office Specialist I. Program developments, problems and resolutions are discussed. A log is kept of meeting details and outcomes. Meetings are also held on a case-by-case basis as needed.

Environmental management services are provided for all children referred for environmental management in accordance with guidelines. Exposure investigations are completed within the guidelines and timeframes (August 2009 LHD Guidelines for Follow-up of EBLs) and in accordance with Environmental Health Manual Items CSFP 720, 730, 731, and 732 as applicable. When lead hazards are identified as a result of an EBLL investigation, a Notice and Demand for correction of the hazards is issued in an efficient manner. Environmental follow-up associated with an EBLL investigation continues until cases are closed in accordance with CSFP 734 of the Environmental Health Manual.

A reliable workforce is maintained in order to investigate and manage cases of EBLL by maintaining current status as an EPA certified firm and a sufficient number of EPA-certified risk assessors, and XRF analysis is conducted.

LeadWeb environmental screens are completed in a timely manner for primary, secondary (if applicable) and other dwellings (as needed) for all children for whom an environmental referral has been created.

Primary Prevention plans are developed, planned and carried out by LPPP staff independently and in conjunction with Childhood Lead Poisoning Primary Prevention (CLPPPP) staff.

Due to the fact that Oneida County has a Refugee Resettlement Agency (MVRCR), there are a high number of refugees. Efforts are made to educate and communicate with refugees. The Program Coordinator attends quarterly MVRCR meetings. Information related to refugee arrivals, issues related to housing, and cultural practices are provided. Program Coordinator provides LPPP updates. Members representing various community agencies such as Utica Public School District, Neighborhood Center, Utica Community Health Center, Utica Public School System and Mohawk Valley Community Action Agency regularly attend. MVRCR houses a HEPA vacuum cleaner provided to them by OCHD. All rental units are vacuumed prior to newly arrived refugees moving in. Data related to

the number of times HEPA vacuums are used is provided to LPPP by MVRRCR on a quarterly basis.

LPPP staff works with Mohawk Valley Community Action Agency to provide lead poisoning prevention information. The Program Coordinator attends quarterly MVCAA Health Advisory Committee Meetings. Lead poisoning prevention information and updates are provided to attendees. In addition, LPPP staff attend an annual MVCAA Head Start Health Fair. LPPP Collaborates with CLPPPP, OCHD Clinic, WIC, OCHD Community Educators, Dr. Burns (DDS), Head Start staff and community agencies for participation in this event. Lead education packets are provided to every Head Start family. BLL records and risk factors are reviewed with parents and BLLs are provided when deemed necessary. Parents receive verbal information related to lead poisoning risks and reduction strategies. Parents and Head Start staff are notified of BLL results. BLL reminder letters and educational materials are provided when deemed necessary.

The Program Coordinator provides lead poisoning prevention information to WIC staff. Annual staff training and educational materials are provided to staff and participants. Displays are provided in the Rome and Utica sites during Lead Poisoning Prevention Week. A poster has been provided to each WIC site notifying parents that BLLs are not included in bloodwork done at WIC appointments. Through Collaboration with CLPPPP, Lead Risk Assessment Forms completed by parents receiving WIC are reviewed to determine if any risk factors exist and if BLL testing is needed. Letters and educational materials are mailed to parents of children outside of the CLPPP area when BLL testing is needed.

Dr. Weinberger/RLRC conducts Grand Rounds annually at St. Elizabeth Hospital in Utica. Consideration is being given for Dr. Weinberger to conduct Grand Rounds at Rome Memorial Hospital in 2016 as well. Topics presented include BLL testing, risk assessment and risk reduction.

The LPPP Program Coordinator, CLPPPP Program Manager or nursing staff provide medical residents from the Family Medical Center with lead poisoning prevention and BLL testing requirement information by meeting with them individually or in small groups.

An email distribution list has been developed which is used by the Program Coordinator to communicate with Pediatric Health Care Providers, Family Practitioners and prenatal care providers. RLRC Lead Centerpoint newsletters are sent, electronically, two times per year. In addition, this system is used to communicate with health care providers regarding pertinent lead poisoning prevention updates such as product recalls and changes in regulations.

Program Coordinator accompanies OCHD Clinic staff on AFIX visits to health care provider offices. Lead poisoning prevention information and materials such as brochures and posters are provided. Testing rates are discussed and when possible, individual patient records are reviewed when it is known that children are lacking BLL initial and/or follow-up testing. Each practice is provided with a graph showing their BLL testing rates for one-year-olds, two-year-olds, and three-year-olds with tests at around one and two years of age in comparison to overall county testing rates.

Lead poisoning prevention displays are set up at the Utica Public Library and Jervis Library in Rome. Each display is done once per year and remains up for one month. These displays include items of concern, descriptions of OCHD Lead Poisoning Prevention Programs, identifying lead hazards, and risk reduction, and the importance of BLL testing. In addition, LPPP collaborates with the Healthy Neighborhoods Program to include lead poisoning prevention their Jervis Public Library displays one month per year. A supply of LPPP brochures and Leo the Lion coloring books are made available to patrons.

In collaboration with CLPPPP and Cornell Cooperative Extension, efforts are underway to develop a DVD which will include lead poisoning prevention information targeted to new parents. The goal is to have this information streaming on hospital television channels in the maternity wards at St. Luke's Hospital in Utica and Rome Memorial Hospital. In addition, staff at both hospitals will be asked to include a LPPP brochure in patient packets and/or make them available with other publications which are available to patients and visitors. The possibility of having the DVD shown at prenatal birthing classes in Rome and Utica is being explored.

In addition, consideration will be given to providing DVDs to prenatal health care providers.

LPPP collaborates with local media to educate the public about lead poisoning issues via articles and/or radio and television interviews.

Updates are made to the OHCHD section of the Oneida County Website as needed. Website information includes current information related to screening, lead poisoning prevention, lead hazard reduction, work safe and work clean concepts, lead safety for contractors. EPA training links, lead related links, HEPA vacuum loaner program, lead recalls, maps identifying designated high risk areas, health care provider online course with CCEs, HUD Visual Assessment course and Green Window Initiative. In addition, viewers can sign up for Property Owner, Window Replacement Seminars, Lead Safe Work Practice, Renovation and Remodeling and EOPA Lead Abatement courses. Links have been added for Certified Renovators, and reports to EPA and Attorney General regarding unsafe renovations.

County food banks are provided with lead poisoning prevention materials to be distributed in facilities and/or placed into food boxes.

Lead Poisoning Prevention information is provided at Community Health Fairs upon request. Educational materials are distributed and OCHD staff is available to answer questions.

A Billboard is displayed on the Rt. 12 arterial. This is an electronic billboard. Messages are changed throughout the year in order to display a variety of lead poisoning prevention messages. The billboard company assists with graphic designs for billboard displays. In addition, LPPP is collaborating with CLPPPP to develop additional billboard designs to be displayed in West Utica and will be funded with CLPPPP grant funds.

LPPP collaborates with CLPPPP and hangs CLPPPP door hangers on door knobs in dwellings with multiple units when conducting LPPP Outreach Visits in the CLPPPP target area.

LPPP is collaborating with CLPPPP to develop Centro bus advertisements which will be on the interior and exterior of busses traveling through Utica. These advertisements will promote BLL testing and will also provide general lead poisoning prevention information. This project will be funded by CLPPPP.

LPPP collaborated with CLPPPP to develop a poster and letter to be mailed to Oneida County Day Care Providers prior to Lead Poisoning Prevention Week.

The Program Coordinator attended an Open House at the Oneida County Legal Aid Society. Lead poisoning prevention information was provided. Information was obtained from Legal Aid staff in relation to assisting residents with tenant/landlord disputes related to lead contamination issues.

LPPP provides lead poisoning prevention information to college nursing students upon request. In addition, when feasible, college students shadow LPPP staff when conducting home visits. Students complete evaluations at when they have completed their allotted time with OCHD staff. When available, nursing students assist with community projects such as educating pre-school children and creating art work with pre-school children for displays.

OCHD Community Educators post lead poisoning prevention information on OCHD's Facebook page at least one time per month.

Lead poisoning prevention presentations will be conducted as part of Mohawk Valley Community College's (MVCC) Cultural Series upon request. In addition, LPPP collaborates with the Healthy Neighborhoods Program staff to include lead poisoning prevention information in HNP presentations at MVCC.

"Protect Your Pets from Lead Poisoning" brochures developed by LPPP are provided upon request. This brochure is also available in PDF on the OCHD website. Information is provided which includes, but is not limited to the risk of pets tracking lead dust through homes and the possibility of them becoming aggressive if lead poisoned, and how lead is exposed when pets chew or scratch on surfaces.

Community Educators attend an Annual School Nurse Conference. Lead poisoning prevention and BLL testing information is provided.

LPPP collaborates with Head Start and Neighborhood Center to obtain children's art work related to lead poisoning prevention. Artwork is then displayed at the main waiting area of the Utica DSS office during Lead Poisoning Prevention Week and for an additional 3 – 5 weeks. Descriptions of OCHD Lead Poisoning Prevention Programs, identifying lead hazards, importance of BLL testing, and risk reduction information is also displayed.

A lead poisoning prevention presentation is provided to Child Care Council and CCE staff.

Updated information is provided to the County Executive and Legislators which relates to incidence and testing rates and programs being provided to county residents.

Efforts are made to promote BLL testing for all children and pregnant women consistent with requirements outlined in NYS Public Health Law, Administrative Rules and Regulations, and CDC guidelines. Efforts as listed above work to increase blood lead testing rates of all one year old children (9 months to less than 18 months of age) and two year old children (18 months to less than 36 months of age), with a goal of a 5% annually at the county level and at the health care provider level.

#### Goal 4: Follow-Up of Children with Elevated Blood Lead Levels

All children with elevated blood lead levels receive timely and appropriate follow-up services, consistent with the PH Law, Administrative Rules and Regulations, and CDC and NYS guidance.

Sr. Office Specialist I reviews all records in LeadWeb and pre-screen's records daily to assure timely and appropriate follow-up for children with elevated blood lead levels.

Sr. Office Specialist I reviews 7 days of records to identify if any records may have been transferred to the county, entered as a paper lab slip, or electronically loaded for a previous day and need to be processed.

Sr. Office Specialist I matches all records in LeadWeb with results of 10 µg/dL or greater daily.

Sr. Office Specialist matches all records in LeadWeb with results less than 10 µg/dL at least weekly.

Sr. Office Specialist processes all records in LeadWeb (pre-screen, match, transfer to the appropriate county, etc.) within 45 days after the end of each quarter.

All children with BLLs > 10 µg/dL are tracked to assure confirmatory and follow-up testing, and follow-up services are initiated, completed and documented in LeadWeb within a timely manner (according to NYSDOH guidance).

Environmental referrals for those children requiring an environmental investigation (by LHD or DO staff) are created using the "Environmental Referral" link in LeadWeb within a timely manner (according to NYSDOH guidance).

The Program Coordinator reviews LeadWeb "Children Requiring Follow-up Services" screen at least monthly for those 10 µg/dL and greater and those less than 10 µg/dL to assure all follow-up actions are documented in LeadWeb.

All children with a capillary BLL of 5 – 9 µg/dL are tracked to assure a confirmatory venous test is completed (analyzed by a permitted clinical laboratory approved for blood lead comprehensive testing).

All children with a confirmed venous BLL of 5 – 9 µg/dL are tracked to assure follow-up blood lead testing is ordered by the child's health care provider.

Health care providers for children with a confirmed venous BLL of 5 – 9 µg/dL are contacted to ensure all follow-up services are completed.

Parents/caregivers of children with a confirmed venous BLL of 5 – 9 are mailed risk reduction educational materials.

Parents/caregivers of children with a confirmed venous BLL of 5 – 9 µg/dL are mailed nutritional educational materials.

Follow-up activities for children with a confirmed venous BLL of 5 – 9 µg/dL are documented in LeadWeb and the LPPP database.

Parents/caregivers of children with a confirmed venous BLL of 10 - 14 µg/dL are called, mailed and/or given in person an offer of a home environmental inspection. Inspections include visual assessments, XRF testing and dust wipe sampling once required work has been completed.

Parents/caregivers of children with a confirmed venous BLL of 10 – 14 µg/dL residing outside of the CLPPPP high-risk area are offered a one-time outreach visit. These visits are conducted by LPPP Outreach staff and include a visual assessment for potential lead hazards, nutritional information, risk reduction information and cleaning supplies.

When LPPP is notified of a pregnant woman with a confirmed venous BLL of 10 µg/dL or greater, the pregnant woman is:

- tracked to assure follow-up blood lead testing is performed
- tracked to ensure all children in the home less than six years of age have a blood lead test, and the newborn has a blood lead test at birth.
- Called, mailed, and/or given in person risk reduction educational materials.
- Called, mailed, and/or given in person nutritional educational materials.
- Called, mailed, and/or given in person an offer of a home environmental inspection.
- Communication takes place with the women's health care provider to ensure re-testing is conducted as needed. Communication with the women continues after birth to ensure that newborns are BLL tested at birth.

Outreach and Environmental staff are co-located at OCHD offices. Case review meetings are held every two weeks with Program Coordinator, Outreach Worker

and Sanitarian. New and ongoing cases are discussed. Program Coordinator documents cases reviewed in children's LeadWeb records. In addition, a count of cases reviewed is kept. Unit meetings are held every two weeks with Program Coordinator, Outreach Worker, Sanitarian and Sr. Office Specialist I. Program developments, problems and resolutions are discussed. A log is kept of meeting details and outcomes. Meetings are also held on a case-by-case basis as needed.

Environmental management services are provided for all children referred for environmental management in accordance with guidelines. Exposure investigations are completed within the guidelines and timeframes (August 2009 LHD Guidelines for Follow-up of EBLLs) and in accordance with Environmental Health Manual Items CSFP 720, 730, 731, and 732 as applicable. When lead hazards are identified as a result of an EBLL investigation, a notice and demand for correction of the hazards is issued in an efficient manner.

Environmental follow-up associated with an EBLL investigation continues until the case is closed in accordance with CSFP 734 of the Environmental Health Manual.

A reliable workforce is maintained to investigate and manage cases of EBLL by (1) maintaining current status as an EPA certified firm and a sufficient number of EPA-certified risk assessors

The Sanitarian ensures timely completion of LeadWeb environmental screens for primary, secondary and other dwellings (as needed) for all children for whom an environmental referral has been created.

For children with confirmed EBLLs 45 µg/dL or greater, LeadWeb environmental case management fields designated with a red asterisks (\*) are documented within five (5) business days after the action has been completed.

For all other children with confirmed EBLLs, LeadWeb environmental case management designated with a red asterisks (\*) are documented within ten (10) business days after the action has occurred.

**Goal 5: Primary Prevention**

Lead hazards in the community are identified and controlled before children become lead poisoned.

LPPP collaborates with CLPPPP in order to make use of GIS mapping, plan for trainings and health fairs, public service announcements, press releases and newspaper articles.

Daily discussions take place between LPPP and CLPPPP in regard to children's who's BLLs are reported to be > 5 ug/dL in order to ensure that necessary services are provided with minimal to no duplication of services (ongoing).

Refugee arrival and BLL testing information is shared between LPPP and CLPPPP in order to provide necessary services (ongoing).

Program Coordinator and OCHD Community Educators plan for lead poisoning Prevention activities through the Community Wellness Committee (monthly meetings).

Program Coordinator collaborates with St. Elizabeth Hospital and RLRC/Dr. Weinberger to plan for Grand Rounds at St. Elizabeth Hospital in Utica and at Rome



Memorial Hospital (3rd or 4th quarter).

LPPP collaborates with CLPPPP and Mohawk Valley Community Action Agency/Head Start to provide an annual health fair to families with children that attend Head Start. The health fair includes lead poisoning prevention information and materials and blood lead level testing for children in need of testing. In addition, children and parents attending can receive information related to nutrition. Children can also receive dental exams, BMI's, hearing and vision testing, physical exams and vision and hearing screenings.

A lead poisoning prevention/informational display is planned at the Utica Public Library for the months of April and November 2016. LPPP brochures and Leo the Lion coloring book supplies are provided and replenished as needed.

Program Coordinator provides lead poisoning prevention presentations to MVCAA/Head Start parents and staff (upon request).

Program Coordinator provides lead poisoning prevention presentations to Oneida County DSS home visitation staff and is also provided to DSS staff (upon request).

A brochure titled "Protect Your Pets from Lead Poisoning" was developed by LPPP staff. These brochures are provided to the general public, area veterinarians, animal shelters, groomers and pet shops. Information is related to lead poisoning in pets, the potential for pets exposing lead paint by chewing and scratching surfaces, and the potential for pets tracking lead dust into and around home interiors (ongoing).

Program Coordinator collaborates with Mohawk Valley Community Action Agency/Head Start by attending Health Advisory Board meetings (quarterly). Lead poisoning prevention and BLL testing information is provided to attendees.

Program Coordinator collaborates with the Youth Services Council. Lead poisoning prevention information and program updates are provided at meetings (quarterly).

Program Coordinator collaborates with the Mohawk Valley Refugee Resettlement Agency by attending quarterly consortium meetings. LPPP program updates and information related to lead poisoning prevention is provided (quarterly).

Program Coordinator collaborates with WIC to provide lead poisoning prevention training for staff (annually).

Program Coordinator collaborates with the Child Fatality Review Team (CFRT) by attending meetings. Program Coordinator reviews LeadWeb records for all children reviewed and changes status to "expired" in order to ensure parents/guardians do not receive mailings related to BLL testing for deceased children. In addition, information related to lead poisoning and products that may contain lead are regularly discussed (quarterly). In addition, Program Coordinator forwards information related to any products containing lead hazards recalled by CPSC to the CFRT Coordinator. The CFRT Coordinator then forwards this information to all CFRT members.

LPPP continues to collaborate with CLPPPP to determine how to best utilize 32 HEPA vacuum cleaners that have been provided to OCHD by funding from the Community Foundation. Currently, no Oneida County resident should have to travel more than 20 miles to borrow a HEPA vacuum cleaner. LPPP staff provides parents/caretakers with a list of organizations that house the vacuum cleaners at each home visit. In addition, the HEPA vacuum program is described during community presentations and promoted at health fairs. and have secured funding for 31 HEPA vacuums and supplies to be strategically placed around the county

in areas with pre-1950s housing and lead poisoning incidence rates including.

LPPP staff will participate in Webinars and/or attend training programs related to lead poisoning prevention in order stay current on issues and expand knowledge.

LPPP will collaborate with HNP to include lead poisoning prevention information when conducting presentations.

LPPP will provide training and support to newly hired CLPPPP and HNP staff in order to be assured that staff are aware of lead poisoning prevention information and services available.

The Community Foundation is forming a Lead Poisoning Prevention Coalition. OCHD staff will meet with Community Foundation, offer support and will be members of the coalition.

The OCHD website provides a mechanism for residents to submit questions and/or concerns to environmental health staff. Inquiries related to lead poisoning issues are answered by LPPP staff.

#### Miscellaneous Information

Hours of operation for all tasks are typically 8:30 – 4:30 Monday – Friday. However, on call staff are available to respond to questions and emergencies.

Services are provided to all county residents that meet the LPPP qualifications for monitoring/mailing of letters and materials, home visitation and environmental inspections.

The number of persons served depends on the number of children BLL tested with BLLS > 5 ug/dL.

Community presentations are provided and health fairs are attended by OCHD staff upon request.

Service delivery methods are described in goals above and are dependent upon BLLs.

ATTACHMENT C - WORK PLAN

DETAIL

**Objective**

1 Goal 1: Program Administration

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 1: Program Administration - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

**Objective**

2 Goal 1. (continued Page 1)

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 1: Program Administration (continued from previous page) - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

ATTACHMENT C - WORK PLAN

DETAIL

**Objective**

3 Goal 1. (continued Page 2)

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III -- Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 1: Program Administration (continued from previous page) - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

**Objective**

4 Goal 2: Education

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III -- Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Increase knowledge and awareness of the public, health care providers, other professionals, and local policymakers regarding - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

ATTACHMENT C - WORK PLAN  
*DETAIL*

**Objective**

5 Goal 2: (continued)

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 2: Education (continued from previous page) - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

**Objective**

6 Goal 3: Blood Lead Testing and Screening

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 3: Blood Lead Testing and Screening - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

ATTACHMENT C - WORK PLAN  
*DETAIL*

**Objective**

7 Goal 3: (continued)

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 3: Blood Lead Testing and Screening (continued from previous page) - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

**Objective**

8 Goal 4: Follow Up of Children with Elevated Blood Lead Levels

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 4: Follow Up of Children with Elevated Blood Lead Levels - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

ATTACHMENT C - WORK PLAN  
*DETAIL*

|                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Objective                                                                                                                                                                                     |
| 9      Goal 5: Primary Prevention                                                                                                                                                             |
| Tasks                                                                                                                                                                                         |
| 1      Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.) |
| <u>Performance Measures</u>                                                                                                                                                                   |
| 1      Goal 5: Primary Prevention - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.                                                   |







## 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 5 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)

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.

1

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.

Contract Number: # DOH01-C30905GG-3450000

**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 1 - REPORTING SCHEDULE**

| <b>PROGRESS REPORT #</b> | <b>PERIOD COVERED</b> |  | <b>Due Date</b> |
|--------------------------|-----------------------|--|-----------------|
| 1                        |                       |  |                 |
| 2                        |                       |  |                 |
| 3                        |                       |  |                 |
| 4                        |                       |  |                 |
| 5                        |                       |  |                 |
| 6                        |                       |  |                 |
| 7                        |                       |  |                 |
| 8                        |                       |  |                 |
| 9                        |                       |  |                 |
| 10                       |                       |  |                 |
| 11                       |                       |  |                 |
| 12                       |                       |  |                 |

**III. SPECIAL PAYMENT AND REPORTING PROVISIONS**

This modifies Attachment M, Section II.A., for this contract and changes the total combined MWBE goal from 30% to 0% of eligible expenditures (0% MBE and 0% WBE).

Grantee agrees to submit the Lead Poisoning Prevention Program (LPPP) Worksheet prior to contract execution for review and approval by DOH. Grantee also agrees to submit the Local Health Department Lead Poisoning Prevention Program Staff Excel spreadsheet prior to contract execution. Both of these documents are available under Progress Report Formats and, once completed, should be uploaded to the Grantee Document folder.

Grantee will submit quarterly reports via the LPPP Quarterly Report format supplied by DOH.

**Attachment M**

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

**I. General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health 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 Attachment or enforcement proceedings as allowed by the Contract.

**II. Contract Goals**

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:  
<https://ny.newnycontracts.com/>

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 New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

### **III. 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:
  - 1. 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.
  - 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
  - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  - 4. The Contractor’s EEO policy statement shall include the following 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 4 and Paragraph "D" of this Section III, 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. Form #4 - 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 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. 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.

#### IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### V. Waivers

- A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health 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.

**VI. Quarterly MWBE Contractor Compliance Report**

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

**VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Department of Health 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, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- 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 New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health 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 New York State Department of Health.



# 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

## CANCER SERVICES PROGRAM

Phone: (315) 798-5248 • Fax: (315) 798-5071 • Email: publichealth@ocgov.net

March 2, 2016

FN 20 16 288

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

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente,

Attached are three (3) copies of an agreement between Oneida County through its Health Department, and St. Elizabeth Medical Center and Faxton-St. Luke's Healthcare as affiliates of Mohawk Valley Health System.

The purpose of this agreement is to provide breast, cervical and colorectal cancer screening services and/or diagnostic services to identified individuals through the Cancer Services Program of Oneida, Madison and Herkimer Counties. This agreement will run from April 1, 2016 through September 30, 2018. Reimbursement rates currently range from \$10 to \$1,850 and are updated by New York State annually.

Based on previous expenditures it is expected that this contract will not exceed \$175,064 for the term of this agreement. The services are 100% reimbursed through the Cancer Services Program Grant.

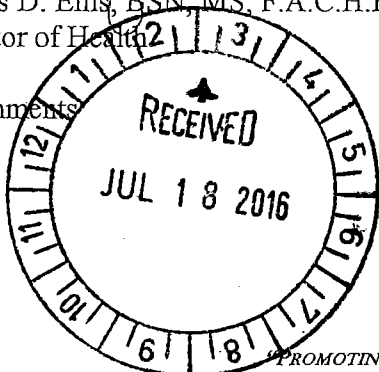
The Cancer Services Program is not mandated by Public Health Law.

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

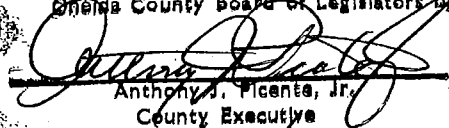
Sincerely,

  
Phyllis D. Ellis, BSN, MS, F.A.C.H.E.  
Director of Health

Attachments  
cg



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

  
Anthony J. Picente, Jr.  
County Executive

Date 7/18/16

Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Mohawk Valley Health System  
1656 Champlin Ave  
Utica, NY 13502

**Title of Activity or Service:** Provision of comprehensive breast, cervical and colorectal screening services.

**Proposed Dates of Operation:** April 1, 2016 to September 30, 2018

**Client Population/Number to be Served:** Uninsured or underinsured residents of Oneida, Herkimer and Madison counties.

**Summary Statements**

**1) Narrative Description of Proposed Services**

The Oneida County Health Department, through a grant from the New York State Department of Health, provides comprehensive breast, cervical and colorectal screening/diagnostic services to uninsured or underinsured individuals residing in Oneida, Herkimer and Madison counties.

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

Mohawk Valley Health System, through its affiliates St. Elizabeth Health Center and Faxton-St. Luke's Healthcare, will participate in the Oneida County Health Department's Cancer Services Program to provide breast, cervical and colorectal cancer screening and/or diagnostic services.

**3) Program Design and Staffing**

**Total Funding Requested:** \$175,064

**Expense Account:** A4091.495

**Revenue Account:** A3451

**Oneida County Dept. Funding Recommendation:** \$175,064

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

**Cost Per Client Served:**

**Past Performance Data:**

**O.C. Department Staff Comments:** New York State Department of Health Grant to operate the Integrated Cancer Services Program of Oneida, Herkimer and Madison counties.

**Cancer Services Program of  
Oneida-Herkimer-Madison Counties**

**PROVIDER SERVICE AGREEMENT**

**THIS AGREEMENT** by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its Health Department, with offices located at Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee Street, Utica, New York 13501, and Mohawk Valley Health System, with its principal offices located at 1656 Champlin Ave, Utica, NY 13502, hereinafter referred to as the "Provider," through its affiliates, St. Elizabeth Medical Center and Faxton-St. Luke's Healthcare.

**WITNESSETH**

**WHEREAS**, the County, through its Health Department, is the recipient of a grant from the New York State Department of Health to operate the Integrated Cancer Services Program of Oneida, Herkimer, and Madison Counties, hereinafter referred to as the "Program," through a grant from the New York State Department of Health and by which certain preventive and diagnostic breast, cervical and colorectal screening services are provided to those residing in Oneida, Madison, and Herkimer counties who are uninsured or underinsured.

**WHEREAS**, the Provider warrants that it is presently qualified to provide breast, cervical and colorectal cancer screenings and/or diagnostic services within New York State; and

**WHEREAS**, the Provider is willing to participate in the County's Cancer Services Program to provide breast, cervical and colorectal cancer screening services and/or diagnostic services, and to abide by all provisions set for by the New York State Department of Health regarding the Provider's participation in this program; and

**WHEREAS**, the Provider is able to provide breast, cervical and colorectal cancer screening services and/or diagnostic services through its affiliates, Faxton-St. Luke's Healthcare and St. Elizabeth Medical Center; and

**NOW, THEREFORE** the parties make this agreement and agree to the following terms:

1. **TERM.** This agreement shall be in effect from **April 1, 2016 until September 30, 2018.**
2. **SCOPE OF SERVICES.** The Provider shall:
  - a. Provide breast cancer screening services and/or diagnostic services according to the policies and procedures contained within the New York State Department of Health's Cancer Services Program Operations Manual;
  - b. Provide clients of the program with the same quality of care as afforded to any other patient in its care;
  - c. Request reimbursement for clinical services **ONLY** for clients who meet the program's eligibility criteria as defined in the Operations Manual;

- d. Treat the Program as a payor of last resort. The Provider agrees to first bill the client's other insurance and/or third party payor for services provided through the program. The Provider further agrees that it may only seek program reimbursement from the County through its Health Department and may not submit claims for reimbursement directly to the state;
- e. Accept reimbursement rates established by the Program as payment in full for all services that are covered by the Program or their primary insurance coverage. The reimbursement rates for each fiscal year will be mailed to the Provider when such rates are determined by the State Department of Health. The Provider shall not charge clients for the difference between the Program's reimbursement and the Provider's usual fees;
- f. Promptly refer Program clients for all needed and appropriate diagnostic and treatment services without consideration of their ability to pay. This assurance includes any and all necessary services NOT covered by the Program;
- g. Under no circumstances, charge Program clients for services that are covered by the Program;
- h. Obtain signed annual consent forms from all Program clients for the release of their medical information to the Program and the State Department of Health for the purposes of case management, tracking, and reimbursement;
- i. Submit accurate demographic, screening, diagnostic, treatment, and any other data required by the State Department of Health in a timely manner and in the format required by the State. The Provider agrees that the reimbursement for clinical services will not be provided by New York State until such data has been submitted and accepted on the Program's data system;
- j. Maintain adequate business, financial, personnel, and other records that may be applicable to the program. The Provider shall make such records available to the State Department of Health and other authorized governmental agencies for inspection and copying at no charge;
- k. Assure that all licensed health care professionals at its facility are appropriately licensed to practice their profession in the State of New York, and maintain the appropriate credentials for the service they are providing;
- l. Immediately notify the State Department of Health if the Provider, or any employee thereof, has its professional license or certification voluntarily surrendered, temporarily or permanently restricted, reclassified, suspended, or revoked for any reason. If the Provider is indicted or convicted of a criminal offense, regardless of the nature of the offense, or if the Provider becomes subject to any disciplinary action taken by a governmental program, hospital, managed care organization, or licensing authority, the Provider shall also immediately notify the State Department of Health;
- m. Provide all information necessary to comply with the State Department of Health credentialing and re-credentialing activities, and further to provided such information within a reasonable time period ;

- n. Accept, as payment in full, fund raising money, which may include Susan Komen Funds or donations from individuals or other organizations, for services related to breast procedures not covered by Program funds. The reimbursement rate for such services will be approximately 10% below the current New York State Medicare rate;
  - o. Notify the designated care manager at the Program, via telephone, of all abnormal breast and/or cervical screening or diagnostic results of Program clients within 24 hours of receiving such abnormal results. The Provider shall designate a nurse to be the primary contact for the case manager and shall promptly notify the case manager in this contact person changes.
  - p. Provide the services described herein through either of its affiliates, Faxton-St. Luke's Healthcare and St. Elizabeth's Medical Center.
3. **INSURANCE.** The Provider shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Provider shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 Aggregate. The Provider agrees to have ONEIDA COUNTY named as additional insured on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.
4. **INDEMNIFICATION.** The Consultant agrees that it shall defend, indemnify and hold harmless the Health Department and the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Consultant and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Consultant or failure on the part of the Consultant to comply with any of the covenants, terms or conditions of this agreement.
5. **EXCLUSIVITY.** The County, through its Health Department retains the right to reassign patients to other Providers or its own employees. The County, through its Health Department retains the right to contract with other independent Providers for such services which are the same as or similar to those provided by the Provider, or to provide such services to its patients through its own employees. The Provider retains the right provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.
6. **PERFORMANCE OF SERVICES**
- a. Provider represents that Provider is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Provider shall use Provider's best efforts to perform the Services such that the results are satisfactory to the County. Provider shall be solely responsible for determining the location, method, details and means of

performing the services, except where Federal and/or State Laws and Regulations impose specific requirements on performance of the same.

- b. Provider may, at Provider's own expense, employ or engage the services of such employees, subcontractors and/or partners as Provider deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Provider shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, and in compliance with any and all applicable Federal and/or State Laws and Regulations. Provider shall expressly advise the Assistants of the terms of this Agreement.
- c. Provider acknowledges and agrees that Provider and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
- d. Provider shall inform the County within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Provider maintains the right to do so at any time, and County maintains the right to contract with other individuals or entities to perform the same services.

## **7. INDEPENDENT CONTRACTOR STATUS**

- a. It is expressly agreed that the relationship of the Provider to the County shall be that of an Independent Contractor. The Provider shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Provider, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. Provider warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of Provider's income, or (2) that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Provider and County agree that Provider is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.
- c. The Provider shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

- d. Provider acknowledges and agrees that neither Provider, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Provider shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Provider or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Provider shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Provider will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider's Independent Contractor status, it is agreed that both the County and the Provider shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Provider agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
8. **EXPENSES.** Provider is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.
9. **TRAINING.** Provider shall not be required to attend or undergo any training by the County. Provider shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
10. **ADVICE OF COUNSEL.** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
11. **PERFORMANCE MONITORING.** The County, through its Health Department, shall monitor the performance of services by the Provider to ensure that the County is receiving the provision of services to designated patients.

**12. CONTRACT DEPENDENT UPON GRANT FUNDING.** The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this Agreement. Should the funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services set forth in the Agreement, the County shall have the option to immediately terminate the Agreement upon providing written notice to the Provider. In such an event, the County shall be under no further obligation to the Provider other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

**13. TERMINATION.** This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the Provider defaults in the performance of any of the Providers obligations under this Agreement, the County may terminate the Agreement effective upon written notice served at any time upon the Provider, upon notice of termination the Provider shall immediately submit to the County all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.

**14. ENTIRE AGREEMENT.** The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

DATE: \_\_\_\_\_

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

Anthony J. Picente, Jr.  
Oneida County Executive

MOHAWK VALLEY HEALTH SYSTEM

DATE: 6/21/16

BY: 

Scott H. Perra, FACHE  
President/Chief Executive Officer

APPROVED

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

Raymond F. Bara, Esq.  
Assistant County Attorney





Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

FN 20 16-289

February 26, 2016

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and **Central Association For The Blind, Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$35,240.00** for both years 2014 and 2015; and **\$36,484.00** for year 2016. This results in a three year total of **\$106,964.00**. The funding changes for this amendment results in an increase for 2016 in the amount of **\$1,244.00**. The amount reflects a **100% OPWDD State Aid Funding** for all years 2014-2016.

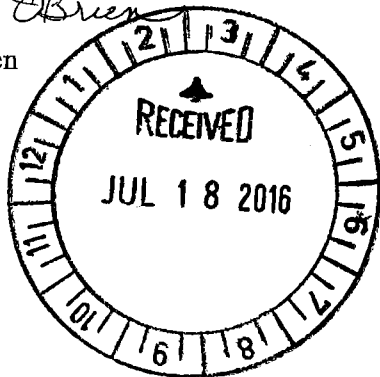
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

*Robin E. O'Brien*

Robin E. O'Brien  
Commissioner

REO/ms  
Encs.



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

*Anthony J. Picente, Jr.*  
\_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive  
Date 7/18/16

**Oneida Co. Department: Mental Health**

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Central Association for the Blind, Inc.  
507 Kent Street  
Utica, NY 13501

**Title of Activity or Service:** Day Training (Pre-Vocational Services)

**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016

**Client Population/Number to be Served:** Adults with a developmental disability and significant visual impairment.

**Summary Statements**

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

**a. Day Training**

Provides adults with developmental disabilities and legal blindness employment training, and socialization training with the goal of assisting with long-term employment placement.

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

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

**3) Program Design and Staffing**

The program design and staffing model is certified by The NYS Office of Persons with Developmental Disabilities (OPWDD) in accordance to guidelines and regulations.

**Total Funding Requested:** \$106,964.00

**Account #A4310.49524**

**Oneida County Dept. Funding Recommendation:** \$106,964.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$106,964.00

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

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:** (N/A)

## **AMENDMENT**

**THIS AMENDMENT** made the twenty-sixth (26<sup>th</sup>) day of February, 2016, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its' Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **Central Association For the Blind, Inc.**, having its principal office located at 507 Kent Street, Utica, NY 13501 (hereinafter referred to as the "Provider").

### **WITNESSETH**

**WHEREAS**, the County and the Provider have entered into an agreement by which the Contractor is willing to provide services for Employment/Socialization Training Programs with a term from January 1, 2014 through December 31, 2016 (the "Original Agreement"); and

**WHEREAS**, the parties desire to enter into an Amendment of the Original Agreement (Contract #014107) regarding the following provisions,

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

1. The Original Agreement (Contract #014107) shall be amended to include:
  - a. An increase in the funding for 2016 as follows;
    - i. Employment/Socialization Training Program Services in the amount of One Thousand Two Hundred Forty Four Dollars (\$1,244.00) for 2016 as a result of additional OPWDD state funding.
2. As a result of the above changes in funds, the Original Agreement shall be amended to include: a new total for year 2016 of Thirty Six Thousand Four Hundred Eighty Four Dollars and no cents (\$36,484.00); and a three year funding total of One Hundred Six Thousand Nine Hundred Sixty Four Dollars and no cents (\$106,964.00). The payment schedule is available in Appendix A attached.
3. All other terms of the Original Agreement remain in effect without change or alteration.

**IN WITNESS THEREOF**, the County and the Provider have signed this Amendment on the day and year first above written.

**Oneida County**

**Central Association For the Blind, Inc.**

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

By: \_\_\_\_\_  
Rudy D'Amico  
President/CEO

Approved

\_\_\_\_\_  
Raymond F. Bara  
Assistant County Attorney

Central Association for the Blind

| <b>APPENDIX A<br/>CONTRACT BUDGET 2014 - 2016</b> |                    |            |                    |
|---------------------------------------------------|--------------------|------------|--------------------|
|                                                   | 2014               |            |                    |
| OPWDD                                             | \$35,240.00        |            |                    |
| Total State Aid                                   | \$35,240.00        |            |                    |
| County Funds                                      | \$0.00             |            |                    |
| <b>TOTAL FUNDING</b>                              | <b>\$35,240.00</b> |            |                    |
|                                                   |                    | # Payments | Total Amount       |
| Monthly Voucher Amount January                    |                    |            |                    |
| - November                                        | \$2,936.60         | 11         | <b>\$32,302.60</b> |
| Final Voucher Amount December                     | \$2,937.40         | 1          | <b>\$2,937.40</b>  |
|                                                   |                    |            | <b>\$35,240.00</b> |

**Total Funding Full Three Years: \$106,964.00**

|                                |                    |            |                    |
|--------------------------------|--------------------|------------|--------------------|
|                                | 2015               |            |                    |
| OPWDD                          | \$35,240.00        |            |                    |
| Total State Aid                | \$35,240.00        |            |                    |
| County Funds                   | \$0.00             |            |                    |
| <b>TOTAL FUNDING</b>           | <b>\$35,240.00</b> |            |                    |
|                                |                    | # Payments | Total Amount       |
| <b>OPWDD</b>                   |                    |            |                    |
| Monthly Voucher Amount January |                    |            |                    |
| - December                     | \$35,240.00        | 1          | <b>\$35,240.00</b> |
|                                |                    |            | <b>\$35,240.00</b> |

|                        |                    |            |                    |
|------------------------|--------------------|------------|--------------------|
|                        | 2016               |            |                    |
| OPWDD                  | \$36,484.00        |            |                    |
| Total State Aid        | \$36,484.00        |            |                    |
| County Funds           | \$0.00             |            |                    |
| <b>TOTAL FUNDING</b>   | <b>\$36,484.00</b> |            |                    |
|                        |                    | # Payments | Total Amount       |
| <b>OPWDD</b>           |                    |            |                    |
| Monthly Voucher Amount |                    |            |                    |
| January - November     | \$2,936.00         | 11         | <b>\$32,296.00</b> |
| Final Voucher Amount   |                    |            |                    |
| December               | \$2,944.00         | 1          | <b>\$2,944.00</b>  |
| Supplemental COLA      |                    |            |                    |
| Voucher Amount         | \$1,244.00         | 1          | <b>\$1,244.00</b>  |
|                        |                    |            | <b>\$36,484.00</b> |



**Oneida County**  
**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

120 Airline Street-Suite 201 Oriskany, NY 13424 Phone 315-798-5456 Fax 315-768-3658 E-mail.ofa@ocgov.net

March 24, 2016

FN 20 16-290

HEALTH & HUMAN SERVICES

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

**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the 2016 – 2017 Annual Implementation Plan (AIP) for Oneida County Office for the Aging and Continuing Care, for the Board of Legislators review and approval.

This document contains both narrative and budget pages essential for the Oneida County Office for the Aging and Continuing Care funding application to the New York State Office for the Aging (NYSOFA).

The total amount of this contract is \$5,198,846.00, with \$2,692,126.00 (Federal); \$1,701,055.00 (State); \$166,496.00 (County) and \$639,169.00 (Other).

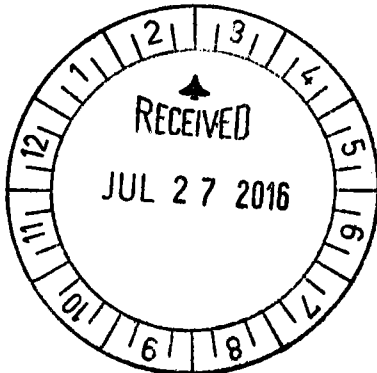
If you have any questions regarding this Agreement, I am available at your convenience.

Sincerely,

Michael J. Romano  
Director

MJR/mac

Enclosure



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

Date 7/27/16

**ONEIDA COUNTY  
BOARD OF LEGISLATORS**

**Name & Address of Vendor:**                      **New York State Office for the Aging  
2 Empire State Plaza, 3<sup>rd</sup> Floor  
Albany, NY 12223-1251**

**Title of Activity or Service:**                      **Annual Implementation Plan/ (AIP)  
Four Year Plan**

**Proposed Dates of Operation:**                      **April 1, 2016 - March 31, 2017**

**Client Population/Number to be Served :** 12,000

**Summary Statements**

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

Oneida County Office for the Aging and Continuing Care funding application to the New York State Office for the Aging (NYSOFA).

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

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan" requirements under Section 214 of the New York State Elder Law.

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

**Total Funding Requested:    \$5,198,846.00                      Account #    N/A**

**Oneida County Department Funding Recommendation: \$5,198,846.00**

**Proposed Funding Source:**

**(Federal \$2,692,126.00 / State \$1,701,055.00 / County \$166,496.00 / Other \$639,169.00)**

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

**Past Performance Data:        N/A**

**Oneida County Department Staff Comments:** This represents a four-year planning document and a one-year funding application.

## PLAN REVIEW AND APPROVAL

Must be signed by the area agency director (and the sponsoring agency executive if the area agency is not part of county/City of New York/Native American Organization).

I hereby submit for approval the Four Year Plan and the Annual Applications for Funding (hereafter referred to as the Plan) for the Older Americans Act and New York State Programs for the Elderly and the applications for funding indicated below:

| Program        | Program Period                       | Program Applied For                                                 |
|----------------|--------------------------------------|---------------------------------------------------------------------|
| Title III-B    | January 1, 2016 to December 31, 2016 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Title III-C    | January 1, 2016 to December 31, 2016 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Title III-D    | January 1, 2016 to December 31, 2016 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Title III-E    | January 1, 2016 to December 31, 2016 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Title V        | July 1, 2016 to June 30, 2017        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| EISEP          | April 1, 2016 to March 31, 2017      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| CSE            | April 1, 2016 to March 31, 2017      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| CSI            | April 1, 2016 to March 31, 2017      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| WIN            | April 1, 2016 to March 31, 2017      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Transportation | April 1, 2016 to March 31, 2017      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| CRC            | April 1, 2016 to March 31, 2017      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| HIICAP         | April 1, 2016 to March 31, 2017      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for programs described in this Plan. I have read and agree to comply with all of the Standard Assurances (Attachment A) in the Plan. In addition, I certify that no amendments have been made nor will be made to the standard assurances in the Plan. Furthermore, I agree to comply with all attachments submitted as part of this Plan and indicated on the Attachment Check List.

I also certify that the information contained in the Priority Services Schedule (Attachment B) is true and correct.

I also certify that this organization is not currently suspended or debarred as defined in 45 CFR part 76.

*M. J. Picente, Jr.* 3/27/16  
 Signature of Director of Area Agency on Aging Date

\_\_\_\_\_  
 Signature of the Chief Officer of the Governing Body of the Sponsoring Organization Date  
 (if other than county/City of New York/Native American Organization)

### LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL

Must be signed ONLY if the area agency intends to apply for Community Services for the Elderly Program or Expanded In-home Services for the Elderly Program state aid pursuant to the New York State Elder Law.

I, Anthony J. Picente, Jr. being the Chief Executive Officer/Chairman of the Governing Board of this Oneida County (county/City of New York/Native American Organization), do hereby certify that:

1. The Oneida County OFA/OCC, an area agency on aging established pursuant to the Older Americans Act of 1965, as amended, has been duly designated by me pursuant to New York State Elder Law §214.

Community Services for the Elderly Program

Expanded In-home Services for the Elderly Program.

2. This Plan for the Older Americans Act and New York State Community Services for the Elderly and/or Expanded In-home Services for the Elderly Programs, pursuant to New York State Elder Law, is hereby approved for submission to the New York State Office for the Aging.

\_\_\_\_\_  
 Signature (Use ink. "per" signature not acceptable) Date



**FOUR YEAR PLAN  
APRIL 1, 2016 - MARCH 31, 2020  
FOR OLDER AMERICANS ACT,  
NEW YORK STATE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM,  
COMMUNITY SERVICES FOR THE ELDERLY PROGRAM,  
CONGREGATE SERVICES INITIATIVE,  
WELLNESS IN NUTRITION,  
STATE TRANSPORTATION PROGRAM,  
CAREGIVER RESOURCE CENTER, and  
HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM**

This document, including applications and attachments, fulfills the "Area Plan" requirement under the Older Americans Act, as amended, and the "County Plan" requirement under Section 214 of the New York State Elder Law.

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**Area Agency on Aging (AAA):** Oneida County Office for the Aging/Continuing Care County Code: 30  
**Director's Name:** Michael J. Romano **Title:** Director  
**Address:** 120 Airline Street  
**City:** Oriskany, New York **Zip Code:** 13424 **Phone Number:** (315) 768-3641 **Ext. Email:** mromano@ocgov.net

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**For County/City of New York/Native American Organization**

**Name of the Chief Executive Officer:** Anthony J. Picente, Jr. **Title:** County Executive  
**Address:** 800 Park Avenue  
**City:** Utica, New York **Zip Code:** 13501  
**Phone Number:** (315) 798-5800 **Ext. Email:** apicente@ocgov.net

**OR**

**If other than County/City of New York/Native American Organization**

**Name of the Sponsoring Organization:**  
**Name of Chief Officer of the Governing Body of the Sponsoring Organization:** **Title:**  
**Address:**  
**City:** , New York **Zip Code:**  
**Phone Number:** **Ext. Email:**

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**Official Authorized to Receive Payments on behalf of the AAA**

**Name:** Anthony Carvelli **Title:** Finance Commissioner  
**Address:** 800 Park Avenue  
**City:** Utica, New York **Zip Code:** 13501  
**Phone Number:** (315) 798-6096 **Ext. Email:** acarvelli@ocgov.net

---

**Submit To:**  
**New York State Office for the Aging**  
**Division of Aging Network Operations**  
**2 Empire State Plaza, 3rd Floor**  
**Albany, NY 12223-1251**

## GOALS

List the activity(ies) the AAA plans to undertake for each of the goals below and any additional goals added by the AAA.

### *Goal 1*

**Empower older New Yorkers, individuals with disabilities, their families and the public to make informed decisions about, and be able to access, existing health, long term services and supports and other service options.**

#### **Activity(ies):**

Maintain a local NYConnects resource directory. This includes performing regular updates of all resource listing categories and coordinating with the State web-based directory. NYConnects staff will make on line updates to the resource directory and make the webpage available to staff and consumers. NYConnects will also post information on the Office for the Aging/Continuing Care/NYConnects webpage; and provide information listed in the directory during telephone and face to face consumer options counseling. Provide the resource directory to OFA/OCC case management staff and include in annual staff in-service training. Train NYConnects staff on HIICAP related information to enable NYConnects staff to provide HIICAP information and assistance as part of their regular NYConnects Information and Assistance activities and services.

#### **Rationale:**

Oneida County Office for the Aging/Continuing Care/NYConnects serves as the focal point for all long term care information, assistance and needs. NYConnects serves as an Aging and Disabilities Resource Center (ADRC) for Oneida County

### *Goal 2*

**Enable older New Yorkers to remain in their own homes with high quality of life for as long as possible through the provision of home and community-based services, including supports for family caregivers.**

#### **Activity(ies):**

Oneida County Office for the Aging will target low-income minorities through monthly site visits located in urban neighborhoods in the cities of Utica and Rome. Older Adults and caregivers will also be targeted through monthly site visits in rural townships outside the cities of Utica, Rome, and Sherrill throughout Oneida County.

#### **Rationale:**

Because the role of Oneida County office of the Aging/Continuing Care is to advocate on behalf of older people, special minorities, and those in greatest economic and social need for preventative programs and services that will promote a high quality of life and enhance or maintain wellness, health functioning, and independent living throughout its planning and service area.

### *Goal 3*

**Empower older New Yorkers to stay active and healthy through Older Americans Act services and those offered under Medicare.**

#### **Activity(ies):**

Oneida County will facilitate Chronic Disease Self-Management programs (CDSMP), in collaboration with the Oneida County Health Department. The CDSMP will focus on rural locations in the Northern, Southern, and Western portions of Oneida County, as well as the Cities of Utica, Rome, and Sherrill

#### **Rationale:**

Because the role of Oneida County office of the Aging/Continuing Care is to advocate on behalf of older people, special minorities, and those in greatest economic and social need for preventative programs and services that will promote a high quality of life and enhance or maintain wellness, health functioning, and independent living throughout its planning and service area.

### *Goal 4*

**Integrate ACL discretionary grants (i.e. BIP, ADRC-NY Connects, System Integration) with OAA Title III core programs.**

#### **Activity(ies):**

Oneida County Office for the Aging/Continuing Care will integrate ACL discretionary grant programs into the core Older Americans Act programs during the 2016-2019 program period by applying various Dementia screening tools into the NYConnects Intake and Screening process. Options Counseling protocols, once developed, will be integrated into both the NYConnects Intake, Information, and assistance policies and procedures and the Case Management protocols. OFA/OCC will provide regular and ongoing training for NYConnects, HIICAP, and Case Management staff in order to successfully carry out the implementation and delivery of Options Counseling services to older Oneida County consumers, individuals with special needs, and their caregivers.

#### **Rationale:**

Oneida County Office for the Aging/Continuing Care has carried out the role of Administrative Hub for the ACL Systems Integration Program and works closely with NYSOFA and SUNY Albany Center of Excellence on Aging and Community Wellness to administer the core functions of this project and perform the grant deliverable.

### **Goal 5**

**Promote the rights of older New Yorkers and prevent their abuse, neglect and exploitation.**

#### **Activity(ies):**

Oneida County Office for the Aging plans to support and coordinate an Elder Abuse Coalition to serve as the lead agency to educate the public; assess allegations of abuse and neglect; and implement interventions for victims of abuse and neglect. A full time Elder Abuse Program Coordinator will be employed to provide elder abuse case management, coordinate the coalition, and coordinate closely with Oneida County Adult Protective. Weekly Elder Abuse client case conferences will be held at Office for the Aging/Continuing Care to discuss at-risk consumers and develop care plans with OFA/OCC Supervisor; EA Coordinator; and DSS Adult Protective. Other disciplines will be involved as needed. The Elder Abuse Coordinator will continue to facilitate the monthly Elder Abuse Coalition meetings at Office for the Aging/Continuing Care

#### **Rationale:**

Oneida County Office for the Aging/Continuing Care is charged with the responsibility to advocate on behalf of at-risk older adults and those who may be compromised and subject to neglect, exploitation, or abuse. Through collaborate efforts with County departments such as the Department of Social Services, and other legal, health, and human services organizations Oneida County maintains a zero tolerance for individuals targeting elders in the community.

### **Goal 6**

**Work in conjunction with other partners and the County to be prepared to respond in emergencies and disasters.**

#### **Activity(ies):**

Oneida County Office for the Aging/Continuing Care will be an integral part of the Oneida County Disaster Plan in order to effectively assist older consumers during times of weather or natural disasters or other emergency situations. The Office for the Aging Director is a member of the Oneida County Executives Disaster emergency response team and participates with Oneida County Emergency Services and other key County Departments in regular disaster preparedness drills. Office for the Aging/Continuing Care will regularly review and update the departments Emergency Disaster policies and procedures with supervisors and employees. A designated staff member of Office for the Aging participates on the Herkimer-Oneida County Disaster Response Team to represent the emergency response needs of the frail elderly population of the community.

#### **Rationale:**

Office for the Aging/Continuing Care is the lead planning and advocacy aging for elderly and disabled individuals and their caregivers in Oneida County. There are many individuals living in the planning and services area with special needs during times of weather related, natural disaster, or other types of emergency situations.

### **Goal 7**

**Expand core competencies of case management staff**

#### **Activity(ies):**

Participate in statewide case management training program to enable case managers to understand the scope of physical, psychological, and social challenges that occur throughout the life cycle; expand capacity to perform primary case management tasks such as coordinating care, performing assessments, care planning and making referrals on behalf of their consumers.

#### **Rationale:**

Case management services are an integral part of the Office for the Aging/Continuing Care services delivery system. To improve the quality and consistency of case management services a core competency program will be developed and provided as a mandatory training for case management staff.

### **Goal 8**

**Increase Collaboration between Aging and Mental Health Services**

#### **Activity(ies):**

Provide extensive health and wellness outreach and education for older consumers and caregivers. Identify gaps and needs in aging and mental health priorities of older Oneida County consumers and caregivers. Respond to the needs of older consumers through programs and services created between Office for the Aging and Mental Health department. Secure additional funding to plan, create, and implement programs to sustain an enhanced Aging and Mental Health services delivery system.

#### **Rationale:**

Due to the increasing aging demographics the need for aging and mental health services will increase proportionately. To address this growing need a collaborative initiative between Office for the Aging and Mental Health Department will be needed.

### **Goal 9**

**Promote a livable community for persons of all ages and abilities in Oneida County**

#### **Activity(ies):**

Oneida County Office for the Aging/Continuing Care/NYConnects through its Advisory/Long Term Care Council will participate and assist in the facilitation of Livable Communities strategic planning sessions in collaboration with various senior center boards of directors and other community human services leaders.

#### **Rationale:**

The changing and increasing demographics coupled with increasing diversity of the older population poses many opportunities and challenges for individuals, families and providers throughout Oneida County. As the lead planning and coordinating agency for elderly and disabled persons Oneida County Office for the Aging will facilitate initiatives to ensure that persons of all ages and cultural backgrounds will live in a community that supports and age friendly environment and a community that promotes aging in place.

**Goal 10**

**Strengthen Collaboration between Office for the Aging/Continuing Care and Hospital Community**

**Activity(ies):**

Oneida County Office for the Aging will plan and coordinate activities to assist in improved collaboration between hospital discharge planners and Office for the Aging/Continuing Care/NYConnects.

**Rationale:**

An AgeNet digital kiosk system will be placed in St. Elizabeth Hospital in Utica to inform and educate patients and families about Office for the Aging/Continuing service and programs and other community based supports for older persons and family caregivers. Following the installation of the AgeNet kiosk in St. Elizabeth Hospital, other kiosks will be installed in the Utica MidYork Library system and the Mohawk Valley Center for Refugees.

**DEMOGRAPHIC DATA AND TARGETING OBJECTIVES**

| Demographic Category                  | Number of Clients | Number of Clients | Number of Clients | Number of Clients |
|---------------------------------------|-------------------|-------------------|-------------------|-------------------|
|                                       | 52,840            | 2,793             |                   |                   |
|                                       |                   |                   |                   | 12500             |
|                                       |                   |                   |                   |                   |
|                                       | 19,670            | 941               |                   | 4700              |
|                                       | 6,985             | 976               |                   | 2075              |
|                                       | 14,765            | 1,670             | 3493              | 4550              |
|                                       |                   |                   |                   |                   |
|                                       | 700               | 31                | 166               | 170               |
|                                       |                   |                   |                   |                   |
|                                       | 50                | 4                 | 12                | 20                |
|                                       | 685               | 9                 | 163               | 168               |
|                                       | 1,025             | 76                | 243               | 330               |
|                                       | 345               | 42                | 82                | 105               |
|                                       | 49,945            | 2,644             |                   | 11,910            |
|                                       | 0                 | 0                 | 0                 | 5                 |
|                                       | 105               | 1                 | 25                | 40                |
|                                       | 155               | 0                 | 37                | 65                |
| <b>Clients by Key Characteristics</b> |                   |                   |                   |                   |
|                                       | 15,725            | 2,365             | 3,720             | 30                |
|                                       | 9,933             | 911               | 2,350             | 2,350             |

|  |       |       |       |     |
|--|-------|-------|-------|-----|
|  | 1,223 | 76    | 290   | 300 |
|  | 1,270 | 49    | 301   | 320 |
|  | 8,581 | 1,302 | 2,030 | 33  |

\* The pre-printed demographic figures (Column A), Client data (Column B), and Minimums (Columns C) are only provided on the web-based version of this form. These estimates are the best available data from the Census Bureau.

\*\* Registered clients are those receiving a Cluster 1 or Cluster 2 service.

\*\*\* A complete list of targeted groups can be found in the *Guide for Completion*.

\*\*\*\* Please see *Guide for Completion* for definitions of Rural, Limited English Proficiency and Frail and/or Individuals with Disabilities.

4. a. Specify the planned targeting activities for the Plan period that are designed to increase participation of unserved and underserved older adults in greatest social or economic need, particularly those older adults who are:

- Low income (OAA)
- Low income minorities (OAA)
- Individuals with limited English proficiency (OAA)
- Rural Residents (OAA)
- Native Americans (OAA)
- Institutionalized/at risk for institutionalization (OAA)
- Individuals with Alzheimer's and related disorders (OAA)
- Individuals with disabilities (OAA)
- Caregivers of individuals with Alzheimer's/related disorders and individuals with disabilities (OAA)
- Minorities (9NYCRR 6651.2(i))
- Frail (9NYCRR 6651.2(i))
- Vulnerable (9NYCRR 6651.2(i))
- LGBT (NYS Human Rights Law)
- Homebound (NYSOFA standard definition)

Oneida County Office for the Aging/Continuing Care/NYConnects 2016/2019 Targeting Plan Mailing Schedule: January 2016/2019 - Senior Centers February 2016/2019 - Hospitals; Home care agencies March 2016/2019 - Non-English speaking, minority, and culturally diverse organizations April 2016/2019 - Nursing Homes, Assisted Living Facilities, Adult Homes May 2016/2019 - Senior citizen and public housing complexes June 2016/2019 - Minority and culturally diverse churches and congregations July 2016/2019 - Businesses located in rural and suburban areas (northern, southern, and western portions of Oneida County) August 2016/2019 - Mental health agencies and subcontractors, Developmental Disabilities Organizations September 2016/2019 - Business located in urban minority area in the cities of Utica and Rome October 2016/2019 - Physicians' offices November 2016/2019 - Veterans organizations - Rome VA Clinic, Syracuse VA Medical Center, Local American Legions, VFW Posts and County Veterans Service Agency December 2016/2019 - Caregivers; support and health education organizations i.e. Alzheimer's Association, Heart Association; Arthritis Foundation; Cancer Society; and various support groups. System: Office for the Aging/Continuing Care/NYConnects plans to continue to coordinate the agencies efforts with the Mohawk Valley Center for Refugees. OFA/OCC/NYConnects will schedule staff trainings with several agencies including, but not limited to, Central New York Association for the Blind and Visually Impaired (CABVI), Mohawk Valley Refugee Center, and the Multi-Cultural Association of Medical Interpreters (MAMI) of CNY, Inc. Client: Office for the Aging/Continuing Care/NYConnects will provide current, accurate, and unbiased information and assistance to all Oneida County residents, caregivers, and service providers. An updated resource listing will be maintained and provided upon request. NYConnects staff will update information to the pending NYS Resource Directory. NYConnects Long Term Care Specialists, OFA/OCC management staff, Program Coordinators, and Case Managers will provide community presentations throughout the year as well as participate and sponsor local Health Fairs.

4. b. If the AAA did not achieve targeting objectives set forth in its 2015-16 Plan, specifically describe how the AAA will modify its targeting activities for this Plan Period to improve its efforts to reach older adult cohort(s) (as described above) for which the goal(s) was not achieved.. (In determining whether past targeting objectives were achieved, see QUARTERLY STATUS REPORT - Demographic Information (36A). For information on NYSOFA's Equal Access to Services and Targeting policies, refer to Program Instruction 12-PI-08.

During the 2016/2019 program period Office for the Aging/Continuing Care/NYConnects will utilize the services of Mohawk Valley Refugee Center, Translation Help, and the Multi-Cultural Association of Medical Interpreters (MAMI) of CNY, Inc. to translate each of the OFA/OCC program brochures and fliers

into several non-English versions including Chinese, Japanese, Spanish, Arabic, Burmese, and Karenic. The brochures will be sent to civic groups, community organizations, and service providers associated with the underserved populations. This will be accomplished by collaborating with members of boards of directors of its subcontract agencies, senior centers and other health and human service agencies located throughout Oneida County. OFA/OCC will work to determine where gaps exist in serving non-English speaking and culturally diverse community residents and develop comprehensive targeting strategies for the entire local aging network. The Office for the Aging/Continuing Care Advisory/Long Term Care Council will analyze available data of demographic and service provision statistics to determine additional targeting strategies to be implemented. The goal of the data analysis is to increase outreach efforts and service delivery for non-English speaking and culturally diverse elders and individuals with special needs. The OFA/OCC staff will also coordinate with churches and other community based organization primarily serving the Asian community in order to provide information, assistance, and outreach services to those who have been underserved from this demographic. As Healthy Oneida County, Chronic Disease Self Managements Program, expands training and recruitment will be focused on inclusion of vulnerable non-English speaking populations and families in which English is not the primary language. Training and recruitment of volunteers for this program will include cultural sensitivity to the varying needs of populations of people in Oneida County. Oneida County Office for the Aging/Continuing Care plans to include efforts to reach the Native American community by collaborating with the Oneida Indian Nation Elders Program. Through this collaboration Oneida County OFA/OCC will meet with the Nation's Elder Program Coordinator to plan and conduct activities such as health fair participation; round table sessions; and face to face meetings to determine any unmet needs of American Indians affiliated with the Oneida Nation, but residing in Oneida County. Oneida County OFA/OCC will also promote upcoming events such as Senior Advocacy Day, Older American Awards, and the Summer Senior Health Expo to create awareness and inclusiveness among Native American Seniors who may be living outside of the Oneida Indian Nation in Oneida County. To reach out to the Asian Population, Oneida County OFA/OCC plans to continue collaborate with the Mohawk Valley Center for Refugees, 309 Genesee Street, Utica, and the Utica Community Health Center, 1651 Oneida Street, Utica. Both organizations will be provided with printed outreach material such as Oneida County Office for the Aging and Continuing Care brochures and other material translated into several languages including Chinese and Japanese. In addition to the printed outreach material Office for the Aging/Continuing Care will also plan an outreach and education presentation to target the Asian Senior population and their family caregivers with an interpretation service present for assistance during the presentation. Outreach activities to reach out to the LGBT community will include further developing the established partnership with the AIDS Community Resources, 401 Columbia Street, Utica. In addition to working with ARC-Health as a Title V, SCSEP enrollee training site a number of ideas will be explored during the 2016/19, including conducting a service and program presentation to their staff and volunteers. OFA/OCC will also coordinate with them to invite and plan participation of their staff and volunteers to any community events lead by Office for the Aging/Continuing Care. Office for the Aging/Continuing Care staff also plans to meet with and distribute printed outreach material at the Tramontane Café, located at 1105 Lincoln Ave, Utica which advertises to be an affirming gathering place for the LGBT community. Office for the Aging/Continuing Care also plans to collaborate with SAGE, Upstate 421 East Fayette Street, and Syracuse to coordinate with community events being held in Oneida County. OFA/OCC will work to coordinate with SAGE to present at one of their monthly Pot Luck dinners and other scheduled events to reach out to the LGBT community.

**5. a. Specify how the AAA plans to provide outreach and language accessibility to persons with limited English proficiency who may seek services (e.g., contracted interpreter/translator, community organization links for translation, interpretation services, language interpretation phone line, etc.) as required by 12-PI-08. (See Guide for further information.)**

Oneida County Office for the Aging/Continuing Care plans to continue to utilize interpretation services of community based interpreter organizations throughout 2016/2019 program period to perform outreach and language accessibility services for non-English speaking persons and families living in Oneida County. Office for the Aging/Continuing Care/NYConnects utilizes the services of Language & Cultural Services, Inc., New Hartford New York. The services of Multicultural Association of Medical Interpreters of Central New York, Inc. (MAMI) are also utilized for translation and interpreter services. MAMI of Syracuse New York provides telephonic interpreting; medical/legal translating of consumer documents, and in-person spoken language interpreting on-site. Additionally, Oneida County Office for the Aging/Continuing Care also uses the Compass Interpreters, through the MV Resource Center for Refugees Inc. located in Utica New York. Compass Interpreters will accompany OFA/OCC case managers and nurses on home visits to provided interpretation and translation services for non-English speaking persons.

**5. b. Include the name and contact information for the telephonic interpretation services that the AAA has established as required by 12-PI-08.**

|                                                                   |                |
|-------------------------------------------------------------------|----------------|
| Multicultural Association of Medical Interpreters of CNY, Inc     | (315) 732-2271 |
| Compass Interpreters, through the MV Resource Center for Refugees | (315) 738-1084 |

5. c. Provide the amount that the AAA is projecting to spend on language accessibility services for the Plan period in the box below. If the AAA has access to free language access services, please describe the arrangement for free services under 5. a. above and enter 0 in the box below. The amount entered in the box below must equal the total of the amounts entered on each of the individual program budgets, **SUPPORTING BUDGET SCHEDULES, Section 6. 'Other Expenses', line F. 'Language Access Services'**.

Projected Annual Costs for Language Accessibility Services (please do not include a \$ sign): \$2500

5. d. Please specify how the AAA plans to provide outreach, accessibility, and accommodations to individuals with disabilities to ensure their access to participate in all services (ex: accessible office and meeting spaces, documents provided to individuals in their preferred format {ex: large print, braille, etc.}, ASL interpretation, etc.) as required by the Americans with Disabilities Act.

Oneida County Office for the Aging/Continuing Care/NYConnects plans to provide Outreach, accessibility, and accommodations to individuals with disabilities in the following: Provide handicapped accessible walk-in locations at client walk-in Outreach Offices. All locations meet ADA compliance and are equipped with wheel chair accessibility; automatic door-openers; and accessible rest rooms. The locations include 201 East Dominick Street in Rome; 800 Park Avenue in Utica and HIICAP Offices located at the North Utica Community Center at 50 Riverside Drive, Utica; and 301 East Locust Street in Rome. The Office for the Aging/Continuing Care's administrative office located at 120 Airline Street, Oriskany is also provides accessible entrances and meeting spaces to accommodate individuals with mobility impairments. During the 2016/2019 Program Period Oneida County Office for the Aging/Continuing Care will develop large print outreach materials by selecting several program and service brochures to enlarge. NYConnects staff will also coordinate with Oneida County Department of Central Services to explore and implement a large font option on the webpage for improved accessibility for individuals with visuals and caregivers with visual impairments.



**NEEDS ASSESSMENT**

In completing this section, review 14-TAM-02, Service Needs Assessment, 2016-2020 Four Year Area Plan on Aging

**DATA COLLECTION and ANALYSIS**

1. a. Identify the methods used to collect data for identifying and prioritizing needs (Check all that apply)

- Random sample survey
- Selected sample survey
- NYSOFA Service Needs Assessment Tool provided in 14-TAM-02
- Community forums
- Public hearings
- Meetings with older adults
- Focus groups
- Census/Demographic data
- CAARS and/or NAPIS data
- NY Connects data
- AAA and contractor information, such as program surveys; information and assistance records; waiting lists; and case files
- AAA reports to county legislators or boards of directors
- Key informants (people knowledgeable about the problems and needs of older adults)
- Long Term Care Council Member Interviews/Reports
- Other (Specify): WHCOA Regional Sessions; OCL Advisory meetings

1. b. Briefly describe the reason(s) why the data collection method(s) checked in Item #1a was/were selected. Be sure to indicate the particular method(s) selected as a strategy for reaching unserved and underserved older adults in greatest social or economic need, including but not limited to those older adults who are:

- Low income (OAA)
- Low income minorities (OAA)
- Individuals with limited English proficiency (OAA)
- Rural Residents (OAA)
- Native Americans (OAA)
- Institutionalized/at risk for institutionalization (OAA)
- Individuals with Alzheimer's and related disorders (OAA)
- Individuals with disabilities (OAA)
- Caregivers of individuals with Alzheimer's/related disorders and individuals with disabilities (OAA)
- Minorities (9NYCRR 6651.2(i))
- Frail (9NYCRR 6651.2(i))
- Vulnerable (9NYCRR 6651.2(i))

- LGBT (NYS Human Rights Law)
- Homebound (NYSOFA standard definition)

as well as other locally identified populations in greatest social or economic need.

Needs assessment Surveys are distributed to home bound clients though case managers and home delivered meals drivers to ensure the needs of frail elderly and disabled are taken into consideration for planning purposes. This process also ensures that persons living in both rural areas of Oneida County as well as low income culturally diverse locations in both the cities for Rome and Utica currently in need of and receiving community based services and supports have the ability to provide input and feedback on service gaps and unmet needs. Community meetings and Public forums are used as part of the needs assessment and planning process to provide an avenue for individual and caregivers who are active and attend various senior centers and community programs. The community meetings were strategically planned to best target a broad based segment of elderly, disabled, and caregivers living in Oneida County. Locations were chosen in inner city urban area of Utica, suburban location of New Hartford, and the rural area of Oneida County in Knoxboro. Choosing each of these locations persons considered low income culturally diverse as well as those at-risk living in areas comprising many rural elderly were included in the needs assessment and planning process. CAARS and Census Data was reviewed during the 2015 program period to become familiar with the population concentrations and service utilization trends for persons living in Oneida County as well as those making contact and being serviced through Office for the Aging/Continuing Care/NYConnects NYConnects Data is reviewed to determine and prioritize the needs of persons contacting Office for the Aging/Continuing Care/NYConnects for information and assistance. The review of location, type, and volume of services are used to assist in program development, and to determine the needs of those in greatest social and economic need. Reports and Meetings with Legislators and Advisory Council members were also used to help determine the needs of the constituents they represent. One Advisory Council member who also serves as a County Legislator represents a City of Utica Legislative district comprised of a high percentage of low income, minority, and non-English speaking elderly and disabled persons. Information provided by case managers, supervisors, and other key aging services providers is used to gather the knowledge professionals who have in person contact with elderly, disabled persons, and their caregivers. Information provided through home visits, assessments, and care plans is reviewed and considered for program planning and implementation purposes. Through participation in additional community forums such as regional WHCOA sessions and Office of Community Living Advisory Committee meetings held throughout 2015 additional input and feedback from providers, consumers, and caregivers was used for the purposes of determining the needs of individuals living in and around Oneida County and the Mohawk Valley. Additionally the Director of Oneida County office for the Aging/Continuing Care participated on an Anti-Poverty Task Force on July 9th as well as sequent meetings to coordinate with other human and community services leaders to address the needs of low-income and minority individuals living in the City of Utica, County of Oneida, and the Mohawk Valley. Oneida County Office for the Aging also participated in the Community Foundation Aging Concept Mapping Needs Assessment Process held in partnership with the Health Foundation of Western and Central New York by attending the kick off meeting held on June 24, 2015. Subsequent meetings were also held which consisted of a two county process to help determine the needs of seniors living in Central New York.

**2. Describe how the assessment process was accessible to and inclusive of persons with limited English proficiency.**

The 2015 Needs assessment process included a session held on Refugee Center on October 16 2015. There were approximately 150 in attendance. The attendance was culturally diverse, with non-English speaking individuals who spoke Karen, Somali Bantu, Burmese, Vietnamese, Cambodian, as well as those from Bosnia and the Dominican Republic. Seven interpreters worked simultaneously to translate the Office for the Aging/Continuing Care/NYConnects service and program information to the diverse populations in attendance. Questions arose regarding eligibility for certain programs the diverse populations in programs, particularly home delivered meals. The question of citizenship and its effects on service eligibility was also a topic of interest to many.

**3. Describe how the assessment process was accessible to and inclusive of persons with disabilities including, but not limited to, those with mobility, hearing, speech and visual impairments.**

Needs assessment surveys are being distributed to home delivered meal consumers to obtain information from those who are disabled, frail, home bound and have limited mobility. Meeting with representatives from OPWDD and Aging/Special Populations subcommittee of the Advisory Council was held and cross systems and program information sharing was held with NYConnects staff with the goal of both groups becoming more familiar with the needs of their consumers and service system processes.

**4. How many clients participated and provided information back to the AAA Assessment team?**

800

**5. Briefly summarize what the AAA's analysis of all the data collected revealed.**

A review and analysis of data collected revealed several concepts and trends relating to the current needs of Oneida County elderly, disabled and their caregivers. The prevalence of unmet needs for community based in home services such as home delivered meals, in-home personal care services; social adult day care poses ongoing challenges for consumers and providers. While a waiting period for services exists, it appears that fundamental needs such as interventions to prevent isolation, improve socialization, and expand non-medical support remains a priority for many older consumers and caregivers. Examples of non-medical supports seniors continue indicate are greatly needed include rides to shopping or delivery of groceries; assistance with home repairs and yard work; and assistance with snow removal during the winter months. Fragmentation and confusion caused by the onset of MLTC and managed care has been on an ongoing issue amongst consumers and providers. Information and assistance through HIICAP and advocacy through legal services providers is highly utilized and appreciated by those who responded to surveys or attended public meetings. Finally, the need for non-medical transportation continues to be higher than the ability to meet the demand. Challenges also exist amongst providers to recruit enough volunteers to provide this service.

6. List those services that were identified as being most important to or needed by older adults to enable them to remain at home or return to their homes and participate in family and community life.
- Transportation to medical appointments Home delivered meals Having a system for checking on the well-being of seniors living alone Help with Medicare and Medicaid coverage In home help with personal care In home help with other needs such as yard work and snow removal

**UNMET SERVICE NEEDS/GAPS**

7. a. For those existing AAA services where an unmet need/service gap has been identified, for example, where the demand for service(s) exceeds the ability of the AAA to provide the service(s), complete the following table.

| Service                  | Number of Seniors | Unmet Need/Service Gap | Reason for Unmet Need/Service Gap                              | Other Comments            |
|--------------------------|-------------------|------------------------|----------------------------------------------------------------|---------------------------|
| Caregiver Respite        | 30                | waiting lists          | insufficient funds, lack of service providers                  |                           |
| Home Delivered Meals     | 80                | waiting lists          | insufficient funds, staff shortages                            |                           |
| In Home Personal Care    | 30                | waiting lists          | insufficient funds, lack of service providers, staff shortages |                           |
| Social Adult Day Care    | 25                | waiting lists          | insufficient funds                                             |                           |
| Volunteer Transportation | 45                | surveys, waiting lists | insufficient funds                                             | Lack of volunteer drivers |

7. b. Describe how the AAA plans to utilize CSE funding to address identified unmet needs and to improve coordination of existing community services for older adults in the coming Plan year.
- Funding for Social Adult Day Care Services Funding for Volunteer Transportation Funding for Caregiver Respite Services and Consumer Directed EISEP

**MAJOR ISSUES/THEMES**

8. List any major local issues or themes that were identified through the needs assessment process. (Examples might include expanding coordination among aging service providers in PSA, loss of medical facilities, decrease in service providers, deteriorating housing stock, migration of older adults and quality of life issues such as: safety, loneliness, home modifications, health and wellness, need for assistive devices, multi-lingual materials and translations.)

OFA/Supervisors/Case managers-shortage of home care workers OFA Volunteer Transportation Provider-Challenges in recruiting volunteers to provide medical rides Community Foundation- Access to affordable, reliable and flexible transportation A support network to help check up on seniors. Help with non-medical emergencies such as weather and power outages New Hartford Senior Center - Increased access to HIICAP counseling at the New Hartford Senior Center and other portions of the County. A shopping bus at the Meadows Senior Housing

**ADVISORY COUNCIL**

**9. Describe the AAA Advisory Council's role in the needs assessment process.**

Office for the Aging/Continuing Care Advisory Council members were invited to participate at the scheduled sessions. The needs assessment surveys and comments from the planning session are shared with the members in order for each of them to have an opportunity for input, feedback, and to provide guidance on service and program planning and implementation.

**System Development and Coordination**

1. Describe how the AAA plans to address any barriers to service, gaps in service availability or unmet needs in its Planning and Service Area, especially for those unserved and underserved older adults in greatest social or economic need, particularly those who are:

- Low income (OAA)
- Low income minorities (OAA)
- Individuals with limited English proficiency (OAA)
- Rural Residents (OAA)
- Native Americans (OAA)
- Institutionalized/at risk for institutionalization (OAA)
- Individuals with Alzheimer's and related disorders (OAA)
- Individuals with disabilities (OAA)
- Caregivers of individuals with Alzheimer's/related disorders and individuals with disabilities (OAA)
- Minorities (9NYCRR 6651.2(i))
- Frail (9NYCRR 6651.2(i))
- Vulnerable (9NYCRR 6651.2(i))
- LGBT (NYS Human Rights Law)
- Homebound (NYSOFA standard definition)

Senior Nutrition needs: Office for the Aging/Continuing Care Nutrition Program will continue to facilitate the elimination of the home delivered meal waiting list by using methods such as Hospital Discharge HDM Immediate Starts. Collaboration will also be explored with community based volunteer organizations such as Your Neighbors Inc. and Fishes and Loaves, Inc. The Senior Nutrition program will also utilize Private Pay Home Delivered meals where practical. Volunteer Transportation: Office for the Aging/Continuing Care will work with the Volunteer Transportation provider to implement a volunteer recruitment initiative and further explore and address challenges in volunteer recruitment. Home Care Worker Shortage: Advisory Council will establish activate an adhoc committee to address the challenges that home care agencies are having in recruitment and retention of direct care workers for community based services including but not limited to certified nurse's aides. Consumer Directed options will also continue to be considered HIICAP Access to Counseling: The monthly site visit schedule will be reviewed and revised to establish coverage at senior community focal points by HIICAP counselors to allow for coverage in underserved areas of Oneida County. Well Check System: A well check call system was implemented and will be reviewed to determine if this can be used to meet this most recent identified need. Currently the system is used to contact existing OFA/OCC clients but the idea of exploring beyond that base of consumers will be explored. Also, the use of an automated system currently used by the City of Rome will be explored to determine if it can be used for County residents in need of a well check.

2. Describe the activities the AAA plans to undertake to enhance a coordinated service delivery system for older adults and their caregivers including, but not limited to:

- Identifying coordination gaps and pursuing solutions
- Coordinating across service delivery types
- Coordinating/initiating interagency meetings
- Coordinating funding proposals with other agencies/organizations
- Participating on local boards and committees
- Establishing linkages with other agencies
- Improving communication between different providers and different types of providers

In order to advocate for older person with special needs as well as person who need assistance with programs, services, and treatment for mental illness and alcohol and substance abuse the Director of Office for the Aging plans to continue to participate on the Community Services Board. To address the needs of individuals and caregivers of persons with developmental disabilities and other special needs the OFA Advisory Council Aging has an official subcommittee known as the Aging and Special Populations Subcommittee. To ensure close collaboration with the acute care community Office for the Aging/Continuing Care participates with the St Elizabeth Hospital readmission prevention meetings and on the hospital and nursing home committee chaired by the Director of Social Services at St Lukes Hospital. The Director of Oneida County Office for the Aging also plans to continue participation on the Oneida County Leadership Team and maintains and active role with the Health and Human Services Committee of the Leadership team. This ensures close collaboration and integration of services and initiatives between Oneida County human services departments. The department heads participating include the Commissioner of Mental Health, Commissioner of Social Services, Director of Health, Director of Veterans Services Agency, and Work Force Development Director. The Director and Leadership staff participates on many on local boards and committees to ensure that older adults and caregivers and issue that are facing have strong representation throughout the community. Participation on these committees also ensures that the

needs and rights of older persons are kept on the forefront of the agenda and to ensure the visibility of the local aging network and providers. Agencies and boards include home care agencies; Community Services Board subcommittees; the United Way Allocations Committee; Food and Emergency Shelter Board and the local 211 Advisory Committee. To ensure older persons in Oneida County who are at risk for abuse, neglect, self-neglect and financial exploitation are assisted the Office for the Aging plans to continue its lead role on the Oneida County Elder Abuse Coalition. The coalition is comprised of several human service and law enforcement agency personnel and meets monthly to discuss Elder Abuse Cases. The coalition also serves as a mechanism to provide community education about elder abuse and neglect. Client Weekly Case Conference are held within Oneida County Office for the Aging/Continuing care and are led by the Elder Abuse Program Coordinator and Case Management Supervisors to assist with difficult to service individuals as well as consumers who are at risk for abuse, neglect, self-neglect, financial exploitation and homelessness. This weekly case conference serves as a venue for a multi-disciplinary team approach with attendance and participation from the DSS Adult Protective Services Supervisor and other disciplines such as Mental Health professionals as needed. To assist in filling unmet needs due to inadequate public funds and participant contributions the Greater Mohawk Valley Community Elderwellness Council Inc. services as the Oneida County Office for the Aging's not for profit entity and partner led by its board of directors. The Office for the Aging Director and key staff meet with the board of directors regularly to provide consultation on priorities and unmet needs of Office for the Aging/Continuing Care Consumers and to collaborate on several annual fund raising activities. Funds raised by the Greater Mohawk Valley Community Elderwellness Inc. are used to support community based services and programs.

**3. Describe how the AAA plans to change or modify its internal procedures to better assist older adults in obtaining services and benefits.**

Oneida County Office for the Aging/Continuing Care plans to evaluate the current methods of provision of information, assistance, screening, intake, referral assignment and benefit and entitlement counseling within the NYConnects unit. This will involve the designation of one or more Office for the Aging/Continuing Care supervisory or administrative staff to lead this process in collaboration with OFA/OCC Advisory Council members. Consumer data will be collected, reviewed, and analyzed along with the review of corresponding policies and procedures to determine policy updates and necessary revisions to be initiated. Oneida County Office for the Aging also plans to evaluate the effectiveness of having the NYConnects Unit and HIICAP Program collocated with each other. This will be accomplished by conducting individual interviews with NYConnects and HIICAP staff to learn and interpret their perception of how each of the units and programs are collaborating to best serve consumers. Consumer satisfaction surveys will also be conducted to gain feedback on level of consumer satisfaction on services provided by both the NYConencts and HIICAP programs. Data collected will be reviewed and analyzed to determine how to improve collaboration between NYConnects and HIICAP programs to improve consumer access and service provision. Monitoring and evaluation of procedures used within the case management system will continue to be conducted. To best determine how to improve services to aging, disabled consumers, and caregivers telephone contacts; information and assistance; scheduling of home visits; assessment and care planning; and reassessments will be monitored and evaluated. Case manager and consumer data will be collected, reviewed, and analyzed along with the review of corresponding policies and procedures to determine policy updates and necessary revisions to be initiated.

**SERVICE/PROGRAM EVALUATION**

Identify how both directly provided and contracted services and programs included in this Plan will be evaluated to determine their quality and effectiveness. (Check all that apply)

- Client satisfaction surveys
- Client files/records
- AAA staff reports
- Cost/benefit analysis
- Monitoring activities (directly provided and contracted)
- Focus groups
- CAARS/NAPIS reports
- Outcome measures
- Provider/Contractor Reporting
- Other(s): (Identify) Quality Assurance Subcommittee projects and report

## CONTRIBUTIONS AND COST SHARING

### 1. Describe the process for encouraging contributions from recipients of all allowable services while maintaining the voluntary and confidential nature of contributions and ensuring that methods of solicitation are non-coercive. (See Guide for Completion)

1. Oneida County Office for the Aging/Continuing care plans to development of Service and fee schedule matrix. This matrix will be used for multiple purposes including informing consumers, family members, and the community in general on the programs services and established fee schedule each program period. The matrix will include a description of each program/service; program eligibility; full cost of each services; suggested donation amounts; and fee for service rates for non-eligible and private pay (fee for service) consumers. 2. Brochures will be created and maintained for all of the Office for the Aging/Continuing Care services and programs. Each brochure will contain a tear-off section for the purposes of informing and education about the ability to receive client contributions, private donations. This tear-off form can also be used to mail in donations and client contributions to OFA/OCC. 3. Cost Share statements will also be sent to EISEP participants on a monthly basis as a method of client cost share for in-home care provided under the Oneida County EISEP Program. 4. Periodic mailings will be conducted to consumers receiving Social Model Adult Day Care Services, Volunteer Transportation Services, Home Delivered Meals, and Respite Services. 5. NPE donation flyer used to promote and inform Home Delivered Meal participants about client contributions will be distributed on meal delivery routes on a quarterly basis. Additionally, participants who receive deliveries of emergency shelf stable meals and special holiday and week end deliveries will be given information sheets with instructions for heating and using these meals. The information sheets will also contain client contribution information to inform participations about the ability to make confidential and voluntary donations for their meals. 6. Participants' attending the Office for the Aging/Continuing Care Nutrition Program or the Elderly Congregate Dining Sites will be provided with NPE Program brochures informing them of client contribution information to inform participations about the ability to make confidential and voluntary donations for their meals. Posters will also be prominently displayed at each congregate dining site to create awareness regarding the suggested congregation meal rates and policy. 7. Program donation requirements will be stated in purchase of service agreements for all OFA/OCC service providers. This includes agencies that provide Social Adult Day Care, Home Delivered Meals; Congregate Meals; and Volunteer Transportation. 8. All printed material will state that contributions are voluntary and confidential. Material will further state that no one will be denied services for inability to contribute.

### 2. Describe how the AAA will monitor the provider's use of voluntary contributions to expand the service for which the contributions were given and to supplement (not supplant) funds received under the Older Americans Act.

Contractor's use of voluntary contributions is monitored by reviewing monthly vouchers and expenditure reports from OFA contractors to ensure they are receiving and accounting for consumers voluntary program donations. The Nutrition Program Coordinator and Consulting Registered Dietitian perform monitoring visits to each of the congregate dining sites and observe and monitor the process used by the NPE contractor. Home Delivered Meal routes and drivers are also monitored to ensure the correct procedures and in place and followed properly.

### 3. Describe the process(es) for billing and collecting client cost sharing under EISEP and, if applicable, under CSE for EISEP-like services.

Client cost-sharing under the EISEP and CSE programs are collected by the Oneida County Office for the Aging & Continuing Care. (OFA/OCC). All procedures followed by OFA/OCC will be carried out in as confidential a manner as possible. 1. OFA/OCC maintains lists of cost-share clients who receive in-home services (homemaker/personal Care or housekeeper/chore services), respite service or ancillary services, and the client's cost-share rate. 2. OFA/OCC Accounting Unit a. Monthly, fiscal unit prepare and sends a cost share billing letter to each cost-share client who has received cost-share services during the previous month. Billing letters are sent by third week following the end of the month billed. No more than two months will elapse between the provision of service and billing of the client for the service. b. No client will be requested to pay a monthly cost-share fee in excess of his/her maximum monthly fee. c. Clients may pay equal amounts over the period (maximum of six months) covered by the cost-sharing agreement. d. Each bill requests that the client send his/her cost-share fee payment to OFA/OCC. 3. Oneida County Office for the Aging a. Cost-share fee payments are received directly by Oneida County Office for the Aging staff. b. Weekly, OFA/OCC's Fiscal Staff records payment received in memo form, and sends the memo and payments to the County Department of Finance. c. OFA/OCC's Fiscal Staff sends copies of the memo showing a record of payments to OFA/OCC Senior Account Clerk. 4. OFA/OCC prepares deposits and submits to The Department of Finance credits the appropriate OFA/OCC client cost-share revenue account so that all cost-share funds received will be used to expand EISEP/CSE services to clients 5. Collecting Past Due Cost-Sharing a. Cost-Share payments not received in OFA/OCC within 35 calendar days of the initial billing date will be considered past due. b. OFA accounting will re-bill the client/authorized representative, and will send a late payment notice to the client with the 30 day overdue date. The late payment notice will inform the client that payment for the EISEP/CSE services is past due that the client has 30 calendar days from statement date of the late payment notice to pay the overdue amount, and that EISEP/CSE cost-share services will have to be terminated if payment isn't made. c. At the same time OFA/OCC accounting will inform the client's case manager and supervisor. The case manager will follow up with the client for the client's authorized representative to determine why there is a payment problem. The case manager will personally contact the client by telephone and/or by home



visit, in order to resolve and misunderstanding or payment problems the client may have. The case manager will conscientiously work with the client, within EISEP regulations, in an effort to resolve the lack of payment. The case manager will assess the client's financial needs, discuss the non-payment and make referrals to alternative benefit and entitlement programs where appropriate. The case manager will reinforce the need for compliance, but will avoid measures which could cause undue embarrassment or distress to the client. d. Case manager will report findings back to OFA/OCC Account Clerk by email and document contact in most recent Financial Assessment in the narrative section. 6. Termination for Non-Payment of Cost-Share Fees Termination of cost-share services for non-payment of cost-share fees will be a last resort. Clients who willfully fail to make required cost-share payments will be terminated cost-share services within two 30 days of the first late payment notice to the client. (Exception OFA/OCC may extend this time period one (1) additional month, for good cause, with the reasons documented in the client's case file.) Clients will not be terminated from the program for reason of non-payment without receiving. a. Written notification of failure to make required cost-sharing. b. An opportunity to be heard on whether such cost-sharing was paid or not, in accordance with EISEP hearing standards c. Prior notification of the proposed termination of services, and the procedures for discharge from services The final notice that termination will occur as of a specific date will be sent at least seven business days before the scheduled date of termination, and will be accompanied by information relating to the client's rights as stated in EISEP Standards. A client who is terminated for non-payment of cost-share fees will be ineligible for any covered services until he/she agrees to pay the past due cost-share, and makes some payment on the amount owed. 7. Time Schedule Summary/Example a. Services received during month (e.g., April). b. OFA accounting sends cost-share bill to client (third week of May). c. Clients cost-share billing account becomes past due thirty-five (35) days following the date bills were sent (the fourth week in June). OFA accounting sends late payments notice to client, and informs OFA case management staff. OFA case management staff carries out follow-up procedures as appropriate. d. If past due cost-share fee is still not paid, OFA Account Clerk will send the client/authorized representative a Termination of Service Notice, 30 days past receipt of late payment notice. (Termination may be postponed one additional month, based on OFA/OCC's finding of good cause.) The Termination of Services Notice will be sent at least seven business days before the scheduled termination date, and will contain hearing/settlement conference rights information. e. If past due cost-share fee is still not paid, OFA staff will terminate cost-share services on the Scheduled termination date, and will assist the terminated client in finding alternative services.

**PROJECTED RESOURCE INVENTORY**

The Projected Resource Inventory is an opportunity to communicate additional value the AAA brings to older adults in the PSA which may otherwise be uncaptured in this Plan.

List resources (from outside entities) which meet the following criteria:

- The AAA has been involved in (solely or in collaboration) developing, pooling or tapping the resource for enhancement of community based services to older adults in the PSA,
- The resource is projected to be available to older adults in the Plan period,
- And the resource is not a service provided as part of a contract with the outside entity. Show only the added value leveraged by the AAA above and beyond the contract, or services not included in the contract.

Indicate:

- Name of the Agency/Organization,
- Full contact information,
- Services provided (include only the services the AAA was instrumental in developing, pooling or tapping; do not include services for which the AAA contracts),
- Estimated annual dollar value of the service listed (again, not including the value of any contract), and
- Whether the Agency/Organization is a current contractor of the AAA for any services.

|                                                                                            |              |                           |                                                              |             |     |
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| <b>AgeNet</b><br>8417 Oswego Rd. #222<br>Baldwinsville, NY 13027                           | 8888494660   | matt.oswalt@vizionefx.com | Digital Health and wellness program; currently 12 sites      | \$100000.00 | No  |
| <b>CAPS-Community Assistance Program</b><br>50 Riverside Dr.<br>Utica, NY 13502            | 315-724-2430 | yvonnemcclusky@yahoo.com  | Volunteer and fee for service screening and resource listing | \$25000.00  | Yes |
| <b>Greater MV Elder Wellness Council, Inc.</b><br>120 Airline Street<br>Oriskany, NY 13424 | 3157985456   | tstokcs@ocgov.net         | Program support; expansion, and fund raising                 | \$100000.00 | No  |

|                                                                                                             |            |                  |                                                      |            |    |
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| <b>OC Youth</b><br><b>Bureau-Intergenerational</b><br><b>Clean up</b><br>800 Park Avenue<br>Utica, NY 13501 | 3157936096 | kgreen@ocgov.net | Leaf raking, bagging, yard clean up. Spring and Fall | \$75000.00 | No |
|-------------------------------------------------------------------------------------------------------------|------------|------------------|------------------------------------------------------|------------|----|

**PROJECTED RESOURCE INVENTORY**  
Continued

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| <b>Oneida County Bldg. - Utica</b><br>800 Park Avenue<br>Utica, NY 13501               | 3157936096   | lsoldato@ocgov.net | Outreach focal point location     | \$5000.00   | No |
| <b>Oneida County Elder Abuse Coalition</b><br>120 Airline Street<br>Oriskany, NY 13424 | 3157985456   | kpalmer@ocgov.net  | Elder Abuse Prevention            | \$150000.00 | No |
| <b>Oneida County Office Bldg. - Rome</b><br>301 West Dominick Street<br>Rome, NY 13440 | 315-356-0549 | ddavis@ocgov.net   | Outreach and focal point location | \$5000.00   | No |
| <b>PrimeTime Senior Publication</b><br>333 West Dominick Street<br>Rome, NY 13440      | 3153374000   | nhawley@my.com     | Public Information-no cost        | \$125000.00 | No |

**SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER**

To facilitate access to services and to encourage maximum collocation and coordination of services for older adults, each AAA shall list all Senior Centers, and designated Focal Points for comprehensive service delivery in each community.

**Senior Center Facility:** A multipurpose community facility for the organization and provision of a broad spectrum of services, which shall include provision of health (including mental health), social, nutritional, and educational services and the provision of facilities for recreational activities for older individuals.

**Focal Point:** A place or mobile unit in a community or neighborhood designated by the AAA for the collocation and/or coordination of services. Key characteristics include:

- recognized and visible within the community as a point of contact for information about or access to a variety of supportive services for older adults;
- works and coordinates with other service providers, including those who may not have an office/site within the community, to make the services of these other organizations regularly accessible to older adults; and
- older adults are linked with a wide variety of supportive services available within the community.

List below the names and contact information of all designated Focal Points, Senior Centers including NY Connects/Aging and Disability Resource Centers (ADRC). Also include those centers which operate independently of the AAA.


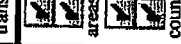


The funding and services questions are to be answered for Senior Centers.

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| <p><b>Augusta Presbyterian Church</b><br/>                 Augusta-Solville Rd.<br/>                 Knoxville, NY 13440<br/>                 Phone: (315) 843-4053<br/>                 Email: augustapresbyterian@msn.com</p> | <p>No</p> | <p>Yes</p> | <p>No</p> | <p>Health Related (exercise, health promotion, etc.)<br/>                 Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>                 Recreational (games, trips, concerts, etc.)<br/>                 Nutrition Related (meal sites, nutrition counseling/education)<br/>                 Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p>Title III Funds:<br/>                 Total Funds: \$0.00</p>                                                                                                                                                                |           |            |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER**  
Continued

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| <p><b>Ava Dorfman Sr. Ctr.</b><br/>305 East Locust St.<br/>Rome, NY 13440<br/>Phone: 315-337-8230<br/>Email: <a href="mailto:tmartin@avadorfmanseniorecenter.com">tmartin@avadorfmanseniorecenter.com</a></p> | Yes | Yes | No | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>Barneveld Seniors</b><br/>852 Old Poland Road<br/>Boonville, NY 13304<br/>Phone: 3157942332<br/>Email: <a href="mailto:clerk@villageofbarneveld.org">clerk@villageofbarneveld.org</a></p>               | No  | Yes | No | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>Boonville United Methodist Church</b><br/>105 Ann St<br/>Boonville, NY 13309<br/>Phone: (315) 942-2626<br/>Email: <a href="mailto:bumc105@hotmail.com">bumc105@hotmail.com</a></p>                      | No  | Yes | No | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>Bridgewater Town Hall</b><br/>North Route 8<br/>Bridgewater, NY 13313<br/>Phone: 315-822-6808<br/>Email: <a href="mailto:tobtownclerk@gmail.com">tobtownclerk@gmail.com</a></p>                         | No  | Yes | No | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |

**SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER**  
Continued

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| <p><b>Deerfield Town Hall</b><br/>6329 Walker Road<br/>Deerfield, NY 13502<br/>Phone: (315) 793-3032<br/>Email:<br/>townclerk@townofdeerfield.org</p>   | No  | Yes | No | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p> Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>  |
| <p><b>Forestport Town Hall</b><br/>12012 Woodhull Rd<br/>Forestport, NY 13494<br/>Phone: (315) 392-2801<br/>Email:<br/>shelley@townofforestport.org</p> | No  | Yes | No | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p> Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>  |
| <p><b>Kirkland Senior Center</b><br/>2 Mill St.<br/>Clark Mills, NY 13321<br/>Phone: (315) 853-1240<br/>Email: egalinski@ccs.edu</p>                    | Yes | Yes | No | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p> Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>  |
| <p><b>Lee Center Town Hall</b><br/>5808 Stokes-Lee Center Rd<br/>Lee Center, NY 13363<br/>Phone: 315-336-3438<br/>Email: jurzz@townofleeny.org</p>      | No  | Yes | No | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p> Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |

**SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER**  
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| <p><b>New Hartford Dining and Activities</b><br/>1 Sherman Pl.<br/>New Hartford, NY 13413<br/>Phone: (315) 724-8966<br/>Email: <a href="mailto:spellman@town.newhartford.ny.us">spellman@town.newhartford.ny.us</a></p> | <p>Yes</p> | <p>Yes</p> | <p>No</p>  | <p>Title III Funds:<br/>Total Funds: \$0.00</p>                 | <p><input checked="" type="checkbox"/> Health Related (exercise, health promotion, etc.)<br/><input checked="" type="checkbox"/> Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/><input checked="" type="checkbox"/> Recreational (games, trips, concerts, etc.)<br/><input checked="" type="checkbox"/> Nutrition Related (meal sites, nutrition counseling/education)<br/><input checked="" type="checkbox"/> Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>New York Mills Senior Center</b><br/>320 Main Street<br/>New York Mills, NY 13417<br/>Phone: (315) 736-7360<br/>Email: <a href="mailto:NYMillsenior@crmentalmgmt.com">NYMillsenior@crmentalmgmt.com</a></p>       | <p>Yes</p> | <p>Yes</p> | <p>No</p>  | <p>Title III Funds:<br/>Total Funds: \$0.00</p>                 | <p><input checked="" type="checkbox"/> Health Related (exercise, health promotion, etc.)<br/><input checked="" type="checkbox"/> Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/><input checked="" type="checkbox"/> Recreational (games, trips, concerts, etc.)<br/><input checked="" type="checkbox"/> Nutrition Related (meal sites, nutrition counseling/education)<br/><input checked="" type="checkbox"/> Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>North Utica Sr. Ctr</b><br/>50 Riverside Dr.<br/>Utica, NY 13502<br/>Phone: 3157242430<br/>Email: <a href="mailto:yvonneclucky@yahoo.com">yvonneclucky@yahoo.com</a></p>                                          | <p>Yes</p> | <p>Yes</p> | <p>Yes</p> | <p>Title III Funds: \$20000.00<br/>Total Funds: \$175000.00</p> | <p><input checked="" type="checkbox"/> Health Related (exercise, health promotion, etc.)<br/><input checked="" type="checkbox"/> Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/><input checked="" type="checkbox"/> Recreational (games, trips, concerts, etc.)<br/><input checked="" type="checkbox"/> Nutrition Related (meal sites, nutrition counseling/education)<br/><input checked="" type="checkbox"/> Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>Oneida County OFA/OCC/NYConnects - Rome</b><br/>301 W. Dominick St<br/>Rome, NY 13440<br/>Phone: 315-356-0549<br/>Email: <a href="mailto:ddavis@oc.gov.net">ddavis@oc.gov.net</a></p>                             | <p>No</p>  | <p>Yes</p> | <p>No</p>  | <p>Title III Funds:<br/>Total Funds: \$0.00</p>                 | <p><input checked="" type="checkbox"/> Health Related (exercise, health promotion, etc.)<br/><input checked="" type="checkbox"/> Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/><input checked="" type="checkbox"/> Recreational (games, trips, concerts, etc.)<br/><input checked="" type="checkbox"/> Nutrition Related (meal sites, nutrition counseling/education)<br/><input checked="" type="checkbox"/> Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |

**SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER**  
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| <p><b>Oneida County</b><br/><b>OFA/OCC/NYCConnects. - Utica</b><br/>800 Park Avenue<br/>Utica, NY 13501<br/>Phone: 315-798-3690<br/>Email: foildato@ocgov.net</p> | <p>No</p>  | <p>Yes</p> | <p>No</p>  | <p>Title III Funds:<br/>Total Funds: \$0.00</p>                | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>Paris Town Hall</b><br/>Sulphur Springs Rd<br/>Saugoit, NY 13456<br/>Phone: 315-839-5678<br/>Email: ParisTownSupervisor@frontier.com</p>                    | <p>No</p>  | <p>Yes</p> | <p>No</p>  | <p>Title III Funds:<br/>Total Funds: \$0.00</p>                | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>Parkway Senior Center</b><br/>220 Memorial Parkway<br/>Utica, NY 13501<br/>Phone: 315-223-3973<br/>Email: kwalkers@psc-utica.com</p>                        | <p>Yes</p> | <p>Yes</p> | <p>Yes</p> | <p>Title III Funds: \$40000.00<br/>Total Funds: \$40000.00</p> | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>Peretta Twin Tower Apartments</b><br/>509 Second St<br/>Utica, NY 13501<br/>Phone: 315-755-5246<br/>Email: jmariano@uticamta.org</p>                        | <p>No</p>  | <p>Yes</p> | <p>No</p>  | <p>Title III Funds:<br/>Total Funds: \$0.00</p>                | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |



**SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER**






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| <p><b>RCIL Adult Day Service</b><br/>1607 Genesee St<br/>Utica, NY 13501<br/>Phone: (315) 797-4642<br/>Email: mmurphy@rcil.com</p>                             | <p>No</p>  | <p>Yes</p> | <p>No</p> | <p>Title III Funds:<br/>Total Funds: \$95000.00</p> | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>Sherrill Community Activity Center</b><br/>139 East Hamilton Ave<br/>Sherrill, NY 13461<br/>Phone: (315) 363-6525<br/>Email: sgetman@sherrillyny.org</p> | <p>Yes</p> | <p>Yes</p> | <p>No</p> | <p>Title III Funds:<br/>Total Funds: \$0.00</p>     | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>Vernon United Methodist Church</b><br/>5690 Main St<br/>Vernon, NY 13476<br/>Phone: (315) 829-3535<br/>Email: umcvernon@tds.net</p>                      | <p>No</p>  | <p>Yes</p> | <p>No</p> | <p>Title III Funds:<br/>Total Funds: \$0.00</p>     | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>Veterans Outreach Center</b><br/>726 Washington St<br/>Utica, NY 13502<br/>Phone: 315-765-0975<br/>Email: frontdesk@vdevelopment.org</p>                 | <p>No</p>  | <p>Yes</p> | <p>No</p> | <p>Title III Funds:<br/>Total Funds: \$0.00</p>     | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |

**SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER**  
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| <p><b>Vienna United Methodist Church</b><br/>2410 State Rte. 49<br/>North Bay, NY 13476<br/>Phone: (315) 245-4130<br/>Email: pastormarshajane@aol.com</p> | No  | Yes | No | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>Waterville Town Hall</b><br/>122 Barton Avenue<br/>Waterville, NY 13480<br/>Phone: 315-841-4221<br/>Email: villageofwaterville@frontiernet.net</p>  | No  | Yes | No | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>West Side Senior Center</b><br/>717 Court St.<br/>Utica, NY 13502<br/>Phone: (315) 735-0735<br/>Email: dpnamickler@hotmail.com</p>                  | Yes | Yes | No | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |
| <p><b>Westmoreland Town Hall</b><br/>100 Station Rd<br/>Westmoreland, NY 13440<br/>Phone: 315-853-8001<br/>Email: supervisor@town.westmoreland.ny.us</p>  | No  | Yes | No | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p>Health Related (exercise, health promotion, etc.)<br/>Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>Recreational (games, trips, concerts, etc.)<br/>Nutrition Related (meal sites, nutrition counseling/education)<br/>Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p> |

**SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER**  
Continued

|                                                                                                                                                        |           |            |           |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|-----------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Whitestown Community Center</b><br/>1 Championship Way<br/>Whitesboro, NY 13492<br/>Phone: 315 768-6047<br/>Email: recreation@whitestown.net</p> | <p>No</p> | <p>Yes</p> | <p>No</p> | <p>Title III Funds:<br/>Total Funds: \$0.00</p> | <p>  Health Related (exercise, health promotion, etc.)<br/>  Educational (lectures, classes on various subject areas, discussion groups, etc.)<br/>  Recreational (games, trips, concerts, etc.)<br/>  Nutrition Related (meal sites, nutrition counseling/education)<br/>  Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)         </p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|-----------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**LEGAL ASSISTANCE**

Goal: Partner with non profit organizations, private entities, governmental agencies and individuals to build local, integrated legal services delivery systems that effectively and efficiently use the resource of the legal and advocacy communities to ensure the rights of older adults and to prevent their abuse, neglect and exploitation.

1. In the table below identify AAA's current and/or proposed local partners to develop, operate, and/or support the coordinated delivery of legal assistance/services related to income, health care, long-term care, nutrition, housing, utilities, protective services, guardianship cases, abuse, neglect, and age discrimination to older adults.

| Organization Type | Organization Name                             |
|-------------------|-----------------------------------------------|
|                   | Legal Aide of Mid York Inc ; Giruzzi Law Firm |
|                   | Legal Aide of Mid York, Inc.                  |
|                   | Resource Center for Independent Living        |
|                   |                                               |
|                   |                                               |

2. For the four year period covered by this plan, the AAA is to identify objectives, partners, strategies and action steps and projected outcomes for its Legal Assistance Program. The AAA in establishing objectives for the delivery of legal assistance should be guided by the following federal and state requirements:

- Coordination of OAA funded legal assistance with existing Legal Services Corporation (LSC) projects in the PSA, in order to assure that older adults receive a proportional share of representation from the LSC grantee and avoid duplication;
- Prioritize legal assistance/services related to income, health care, long-term care, nutrition, housing, utilities, protective services, guardianship cases, abuse, neglect and age discrimination to older adults;
- Effort to be made by the legal assistance provider(s), in coordination with the area agency, to involve private bar in legal assistance for older adults on a pro bono or reduced fee basis;
- Develop a system of assisted referrals of cases to the private bar, including appropriate follow-up to assure that services have been provided; and
- Assist the local long-term care ombudsman program

| Year      | Objective                                                        | Partners                                                                                                                                                                                                                                                                                                                                                                                           | Strategies                                                                                                                                                                                  | Projected Outcomes                                                                                                                                           |                                                                                                                                                                                                                                                                                                         |
|-----------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2016-2019 | Establishment of priorities for the provision of Legal Services. | Office for the Aging/Continuing Care will schedule Legal Services Focus Groups where members of senior centers, senior clubs and other key stakeholders in Oneida County can hear about legal services provided and discuss needs and issues and assist the Office for the Aging, its Advisory Council and Legal Services Providers in determining priorities for the provision of Legal Services. | Partners will include Advisory Council members, Long Term Care Ombudsman volunteers, senior center staff and members, and presidents and members of local senior citizens groups and clubs. | Office for the Aging/Continuing Care Program Coordinator will schedule meetings with Advisory Council, Legal Providers and key senior community stakeholders | The projected outcomes will be increased engagement from key stakeholders in developing legal services priorities in Oneida County. Office for the Aging/Continuing Care will modify its Legal Services Program based upon the input, feedback, and data obtained from the legal services focus groups. |

**LEGAL ASSISTANCE**  
**Continued**

| 2016-2019 | Outreach/Education        | Legal Program Outreach/Education Presentations. A total of eight (8) legal program Outreach and Educational workshops will be scheduled during the 2016-2019 program period.                                                                                                                      | Partners will include the Giruzzi Law Firm and the Legal Aid Society of Mid-York Inc.                               | Eight (8) Legal Program outreach and education workshops and presentations will be scheduled between 2016 and 2019. These sessions will be held at Senior Centers, senior congregata dining sites, and locations listed on the OFA/OCC monthly outreach site visit schedule. Topics will be determined after a review of Legal program referral trends and priorities are reviewed and identified by both Legal Services providers and OFA/OCC/NYConnects Program Supervisors. | Older consumers and caregivers attending the sessions will become better informed of long term care planning options, seniors legal rights, risks, and responsibilities.                                                                                                                                                                                                                                                   |
|-----------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2016-2019 | Staff and consumer survey | Oneida County Office for the Aging/Continuing Care will develop a survey to gather information from NYConnects Staff and consumers to determine priorities. The surveys will be used to determine some of the unmet legal needs and concerns that Oneida County Seniors and caregivers encounter. | Office for the Aging/Continuing Care Supervisors, NYConnects staff, case management staff.                          | A survey tool will be created by OFA/OCC designee with assistance from Office for the Aging Advisory Council member. The survey will be administered to consumes and staff. Survey results and related data will be analyzed by Advisory Council members and Office for the Aging/Continuing Care designated staff.                                                                                                                                                            | Office for the Aging/Continuing Care will reevaluate legal service priorities and funding allocations to meet the needs determined thought the staff and consumer survey data.                                                                                                                                                                                                                                             |
| 2016-2019 | Training                  | OFA/OCC/NYConnects Staff Training                                                                                                                                                                                                                                                                 | Partners will include OFA/OCC/NYConnects supervisors, Giruzzi Law Firm, and the Legal Aid Society of Mid-York, Inc. | The Legal Services Providers, Giruzzi Law Firm and the Legal Aid Society of Mid-York, Inc designated staff will conduct and annual staff training for OFA/OCC/NYConnects staff.                                                                                                                                                                                                                                                                                                | Oneida County Office for the Aging/Continuing Care/NYConnects staff will expand their knowledge on issues and topic related to consumers legal service needs. Staff legal service skills and competencies will be improved and better equipped to provide information and assistance to their consumers. Referrals made to OFA/OCC legal services providers will be handled with increased appropriateness and efficiency. |

**PUBLIC HEARINGS/AREA AGENCY ON AGING ADVISORY COUNCIL**

1. a. Provide the following information on Public Hearing(s) held for the Plan period.

|                                                        |            |     |
|--------------------------------------------------------|------------|-----|
| The Mohawk Valley Center for Refugees, Inc.            | 10/16/2015 | 150 |
| First Presbyterian Church of Augusta and Vernon Center | 10/20/2015 | 30  |
| New Hartford Senior Center                             | 11/18/2015 | 25  |

b. Was the notice of at least one Public Hearing published in a local newspaper of general circulation at least twenty one (21) days before that hearing? [9 NYCRR 6653.2]

YES  \*NO

Date of notice publication: 11/10/2015

c. Was the proposed Plan or abstract containing program goals, objectives, action steps, and proposed budgets with categorical breakdowns made available to the public within a reasonable time prior to the hearing?

YES  \*NO

d. Was a minimum of one Public Hearing held at least 30 days prior to the submission of this Plan?

YES  \*NO

If \*NO to any of the above please explain:

The notice was printed 18 days prior to the New Hartford Senior Center forum.

2. Describe the efforts used in seeking input from those unserved and underserved older adults in greatest social or economic need, particularly those who are:

- Low income (OAA)
- Low income minorities(OAA)
- Individuals with limited English proficiency (OAA)
- Rural Residents (OAA)
- Native Americans (OAA)
- Institutionalized/at risk for institutionalization (OAA)
- Individuals with Alzheimer's and related disorders (OAA)
- Individuals with disabilities (OAA)
- Caregivers of individuals with Alzheimer's/related disorders and individuals with disabilities (OAA)
- Minorities (9NYCRR 6651.2(i))
- Frail (9NYCRR 6651.2(i))
- Vulnerable (9NYCRR 6651.2(i))
- LGBT (NYS Human Rights Law)
- Homebound (NYSOFA standard definition)

3. Public hearings need to be accessible to all individuals. The following questions regarding accessibility include some examples of ways in which AAA might ensure accessibility.

a. Please describe the geographic accessibility of the hearing site(s). (Ex: Is it held in a rural or urban location? Was more than one hearing held? Is it accessible by public transportation?)

Two public hearing were held. One was held in Utica (urban) and the other was held in the village of Knoxboro (rural). The meeting held in Utica at the Mohawk Valley Center for refugee was situated on a public bus route.

b. Please describe the physical accessibility of the hearing site(s). (Ex: Was it held in an ADA compliant building? Is there an accessible bathroom? Is there designated accessible parking?)

Each session was held in an ADA compliant building with accessible bathroom facilities and parking.

c. Please describe attempts to make the hearing(s) accessible to all individuals including those with

disabilities. What accommodations were available on site? What did someone need to request ahead of time and what was the mechanism for the individual to make the request? (Ex: sign language interpretation, Communication Access Real Time (CART) services, printed materials in large print or braille or distributed electronically in an accessible format, etc.)

To ensure targeting to individuals with hearing and vision impairments participation from representatives of the Resource Center for Independent Living and the Central Association for the Blind were both represented on the Office for the Aging/Continuing Care Advisory/Long Term Care Council and the Aging and Special Populations subcommittee of the Advisory Council.

- d. Please describe attempts to make hearing(s) accessible to individuals with limited English proficiency.

What services were available? (Ex: telephonic interpretation---was a phone in the room, was the telephonic interpretation service information on site, translated printed materials, etc.)

To target those with limited English proficiency a meeting held at the Mohawk Valley Resource Center for Refugees the attendance was culturally diverse, with non-English speaking individuals who spoke Karen, Somali Bantu, Burmese, Vietnamese, Cambodian, as well as those from Bosnia and the Dominican Republic. Seven interpreters worked simultaneously to translate the Office for the Aging/Continuing Care/NYConnects service and program information to the diverse populations in attendance.

- e. Please describe attempts to solicit input from the public using the individual's preferred mode of communication. (Ex: was written comment accepted, use of interpretation services, ASL, etc.)

To accommodate those with who preferred to submit written comments surveys were distributed at each session and participants were encouraged to complete the comment section of the survey form.

4. How were interested parties in the PSA notified of the public hearing(s) and provided the opportunity to testify?  
A paid public notice was printed in the Observer Dispatch. Also, flyers were printed and distributed to inform the community of the dates and locations of each of the public meetings.

5. Summarize major issues discussed or raised at the public hearings.

6. Did the AAA receive comments and/or feedback regarding the Plan outside of the public hearings, e.g. written comments, virtual meetings? Please explain.

Yes, two County Budget hearings were held on November 9, 2015 at the County Court House in Rome, and November 10, 2015 at the Oneida County Office Building in Utica. Several speakers made public comment about the Office for the Aging/Continuing Care's services programs and service delivery system.

7. List the major changes in the Plan resulting from input of interested parties.

Not applicable, no major change(s)

Major changes in the Plan:

8. Provide the date the Plan was presented to the Area Agency Advisory Council as required for its review, before it was transmitted to NYSOFA. [9 NYCRR 6653.2 (f)]

Date: 11/26/2016

**Summarize the comments of the Advisory Council:**

Comments received by Office for the Aging Advisory Council Members Review: Advisory Council members reviewed The 2016-2019 Four Year Plan and approved the overall plan. Comments and Questions included the following: 1. Concerns expressed about the implications of the Affordable Health Act and what the impact could be for Seniors accessing HIICAP information, assistance, and counseling from Oneida County Office for the Aging HIICAP Program. 2. The plan looks comprehensive and will assist many seniors accessing services and supports. 3. Case Management Changes may have both positive and negative impact to staff, some may receive salary increases and others may receive decreases. Explanation of Affordable Care Act and need to facilitate the transition from subcontracted case management services to directly provided services by County Employees. 4. Comments and discussion on the process of hiring case management staff through the civil services system. 5. Comments and discussion regarding the assistance provided to North Utica Community Center staff upon keeping them apprised of the upcoming changes and assistance provided to them throughout the application, hiring, and orientation process. 6. What is the projected impact be for the North Utica Community Center due to losing revenue from the contract held with Office for the Aging? 7. What are the changes in Federal and State funding? Have they increased or decreased? 8. Members expressed support for submission of the Four Year Plan.



## DISASTER PREPAREDNESS AND RESPONSE

1. Describe the AAA's on-going efforts to coordinate activities and develop long-range emergency preparedness plans for assisting persons 60 years of age and older in the AAA's planning and service area in the event of a disaster.

Oneida County Office for the Aging/Continuing Care engages in several ongoing efforts to maintain and ensure disaster preparedness plans to assist persons 60 years of age and older by coordinating, facilitating, and participating in several activities relevant to disaster and emergency preparedness. These include maintaining policies and procedures that ensure close coordination with Oneida County Emergency Services and the local Herkimer-Oneida Organizations Active in Disaster (HOOAD) Committee. Oneida County Office for the Aging/Continuing Care also facilitates its policy which includes identification of at-risk individuals and facilitating contact when activated. The Director of Oneida County Office for the Aging/Continuing Care and additional designated personnel are part of the Oneida County emergency response team, and responsible to report to the County Emergency Operations Center (EOC) and participate on the Human Services Team under the leadership of Department of Social Services Commissioner when the County wide response team is activated by the County Executive and Director of Emergency Services.

2. Please list the AAA's local disaster preparedness partners such as local emergency response agencies, relief organizations, local government entities, and any other institutions that have primary responsibility for disaster relief service delivery in preparation for and during local and State disaster preparedness and response activities.

American Red Cross-Central New York Chapter Parkway Center, Inc. Oneida County Department of Mental Health Salvation Army of Rome Oneida-Madison CC Oneida County Office for the Aging/Continuing Care Herkimer County Health Department Catholic Charities ORRO Community Foundation of Herkimer and Oneida Counties Neighborhood Center, Inc Oneida County Health Department Oneida County Department of Emergency Services Central New York Labor Agency Lutheran Disaster Response City of Rome Animal Control Herkimer County Catholic Charities Herkimer County Office for the Aging Evangelical Lutheran Church of America MAMI Interpreters Mohawk Valley Community Action Agency, Inc. Rescue Mission of Utica Resource Center of Independent Living, Inc. United Way of the Valley and Greater Utica Area

3. As part of this planning process, what procedures are in place to anticipate and meet the needs of older adults with functional and access needs, including individuals with disabilities and individuals with Alzheimer's and related disorders, during a disaster?

Title: Disaster Plan Purpose: To ensure a safe and effective procedure to handle large-scale power outages, natural or man made disasters Effective: December 31, 2012 1. Identification of frail/at-risk OFA/OCC clients a) Those considered to be frail and at-risk for the purpose of these emergency procedures are those who have limited or no informal supports and may have physical or mental impairments severe enough to be considered to be in danger if left alone without power or heat for prolonged periods of time. OFA/OCC Case managers will be the key identifiers to determine which of their clients are at risk. Clients will be identified upon initial assessment, and routine reassessments. The information will be entered into the web based client database (Peerplace) containing client's name, address and phone number. This data can be transmitted digitally in cvs comma delimited and excel formats to be printed in hard copy format if necessary and requested by OC EMS Coord or Co Exec. b) Current lists of at-risk individuals will be kept current and utilized when necessary for disaster plan purposes. c) Each client identified as at risk in case of disaster or prolonged power outages should be registered with their individual utility provider. (National Grid, NYSEG, Boonville Municipal, Etc.) 2. Client Data Base A current, up-to-date copy of the client database will be with the OFA/OCC Program Analyst at all times. The Program Analyst will also have a fully charged laptop computer, which allows independent battery powered operation for 2.5 hours in order to access the client database in the event of power outage. The laptop could be operated for extended periods of time by usage of a small power inverter hooked through the lighter of a vehicle. Additional lists needed for distribution to emergency workers can be produced by attaching a small printer to another vehicle power outlet and directly wiring the laptop to the small printer. 3. Emergency telephone numbers a) The list of OFA/OCC emergency telephone numbers will be provided to the following agencies: • Office of Oneida County Executive • Oneida County Emergency Management b) Each supervisor will have a current updated list of employees with their contact information. 4. In the event that meal delivery is cancelled: a) In the event that Home Delivered Meals are not able to be delivered to a client's home due to severe weather, or other emergency situation, frail/at-risk clients will be contacted by their case managers or other OFA/OCC designees with the following procedures. Case Managers and/or designees will place a telephone call to each client to: • Inform them of the status of the meal delivery. • Determine if the client has adequate food in their home. • Verify if the client is able to prepare a light substitute meal. • Check on the availability of formal or informal supports to assist the client. b) If the client indicates they are unable to prepare a substitute meal, the caller will then notify the closest emergency contact to inform them of the situation, and to request that they assist the client. Those who may have the ability or potential to assist the client may be family, friends or neighbors. c) If there is no assistance available, the caller will then refer the client to the nearest and appropriate food pantry or emergency shelter 5. In the event that the central kitchen facilities are unable to prepare meals for longer than a 48 hour period a) If the central facilities are unable to be operated due to a natural or man-made event or disaster, the OFA/OCC Nutrition Program subcontractor Prestige will engage the following emergency procedures: • Secure one or more kitchens to prepare congregate meals. The location can be any

one of the OFA/OCC Senior Congregate Dining Sites, which has adequate kitchen preparation facilities. Congregate delivery and HDM packaging and delivery will be done from these temporary kitchen facilities until the central kitchen is back in operational condition. • The OFA/OCC Nutrition Program subcontractor may also, through a mutual agreement with a neighboring county, prepare and distribute Home Delivered and Congregate meals for a limited period of time from one or more of their meal preparation and distribution sites. b) In preparation of in climate weather. Shelf stable meals will be delivered to participants of the Senior Nutrition Home Delivered Meal Program.

4. Does the AAA maintain a registry of individuals 60 years of age and older with functional and access needs, including individuals with disabilities and individuals with Alzheimer's and related disorders, in the AAA's planning and service area that would be contacted by emergency services in the event of a disaster?

YES  \*NO

If \*no, does another entity maintain a registry of individuals 60 years of age and older with functional and access needs, including individuals with disabilities and individuals with Alzheimer's and related disorders, in the AAA's planning and service area that would be contacted by emergency services in the event of a disaster?

YES  NO

If \*yes, specify the entity maintaining the registry:

Office for the Aging/Continuing Care-List of frail and at risk open clients

**AREA AGENCY PROGRAMS AND SERVICES INFORMATION**

**NUTRITION SERVICES**

(Refer to the *Guide for Completion* and 92-TAM-3, 2/26/92 for additional information.)

1. Nutrition services funded under Title III-C, III-E, WIN, CSE, EISEP, other:

a. Are any operational changes in the nutrition program such as changes to sites, restaurant dining, congregate programs, central kitchens, meals routes, contractors or other changes planned or projected for SFY 2016-17?

\*YES  NO

If \*YES, please list the changes that are being proposed, the type of change and when the change is projected to take place. List one change per line. \*Please note that the Attachment C process must be followed before major changes to the nutrition program can be made.

b. Total number of Registered Dietitian (RD) service hours per week planned or projected for SFY 2016-2017  
15.00

c. Of the above total, indicate the number of hours of RD services provided by RD who is on staff or is a consultant to the AAA. (Do not include hours of the RD who is employed by a nutrition or meal program provider.)  
15.00

d. Total number of hours provided by any other professional nutrition staff (AAA staff or AAA consultant(s)) including Certified Dietitians/Nutritionists (CDNs); Certified Clinical Nutritionists (CCNs); Nutrition Technicians; and others.  
0.00

Please identify the title(s) of Staff included in this total:  
Pamela Darman, RD

e. Are there long-term (3 months or more) vacancies in the following positions?

Full-time Nutrition Program Coordinator  \*Yes  No  
Registered Dietitian/Certified Dietitian Nutritionist  \*Yes  No

If \*YES, describe your plan the filling the position(s), including estimated (anticipated) completion date.

2. Nutrition Counseling services: Please describe how the AAA is delivering Nutrition Counseling services to those who would benefit from this service. Also note if the number of units of Nutrition Counseling has been increasing or decreasing and why.  
Nutrition Counseling is provided though telephone contact and in person at each of the senior congregate dining site locations.

3. Nutrition Education: Please describe how the AAA's nutrition program delivers Nutrition Education to congregate sites and to those on Home Delivered Meals. Please provide a breakdown of the projected clients to be served and units to be provided.  
Nutrition Education is provided by the Registered Dietitian Consultant. A monthly nutrition education related article provided by the Office for the Aging/Continuing Care and submitted to the Rome Daily

Sentinel Senior Publication PrimeTime. The PrimeTime is distributed to all congregate dining site locations and to each of the home delivered meal participants on a monthly basis. The Registered Dietitian consultant is scheduled to attend the congregate sites on a rotation basis and preforms nutrition education sessions to the program participants.

4. Number of Preparation Kitchens within the County used for Nutrition Services: 0  
(The number displayed is the total number of Preparation Kitchens in the Meal Sites Roster in Reporting.)

5. Number of Congregate meal Sites currently open within the County?: 0  
(The number displayed is the total number of Congregate Meal Sites in the Meal Sites Roster in Reporting.)

6. Number of Home Delivered Meal Routes currently in operation: 38

**HEALTH PROMOTION SERVICES**

**Title III-D funding may only be expended for evidence-based health promotion programs/interventions meeting highest-level criteria as established by the Administration on Aging/Administration for Community Living (AoA/ACL). See Guide for Completion.**

1. For each **highest-level** evidenced-based health promotion model program the AAA operates (or plans to implement), utilizing any funding source, please provide the requested information.

| Evidence-Based Nutrition or Health Promotion Programs |                                  |              |            |                                                    |                                               |                        |
|-------------------------------------------------------|----------------------------------|--------------|------------|----------------------------------------------------|-----------------------------------------------|------------------------|
| Program Name                                          | Funding Source                   | Year Started | Year Ended | Location                                           | Target Population                             | Number of Participants |
| CDSMP                                                 | Healthy NY-Healthy Oneida County | IIID         | 2013       | Oneida County Office for the Aging, SUNY Albany Ce | Adults of all ages, Adults 60 years and older | 250                    |

2. Health Promotion Services which will be funded under **non III-D funding** (Title III-B, Title III-E, EISEP, CSE, CSI or other funding):

- Evidence Based (other than highest level) - Indicate model:
- Health or Mental Health Screening/Risk Assessments
- Medication Management
- Home Injury Control/Fall Prevention
- Preventive Nutrition Services
- Health Information
- Other (briefly describe)
- Physical Fitness Programs
- Mental Health Services
- Medicare Preventive Services
- Evidence Informed - Indicate program:
- Vaccination Clinic

**CAREGIVER SERVICES**

**TITLE III-E: NEW YORK ELDER CAREGIVER SUPPORT PROGRAM** (Refer to the *Guide for Completion* and the Standard Assurances.)

1. a. **Services for Caregivers of Adults Who Are 60 and Over and Caregivers for Individuals of Any Age with Alzheimer's Disease or Related Disorder:** At least one service under each category must be available to caregivers. Please check the appropriate column for the funding source(s) planned to support the service(s) the AAA intends to provide. Provide a complete illustration of the services provided to caregivers and how each is funded.

| SERVICE CATEGORY                                                                           | FUNDING SOURCE                      |                                     |               |       |
|--------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|---------------|-------|
|                                                                                            | III-E                               | III-B                               | Other         | Other |
| <b>Information</b>                                                                         |                                     |                                     |               |       |
| Information                                                                                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | III-B;<br>CSE |       |
| Information                                                                                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |               |       |
| <b>Assistance</b>                                                                          |                                     |                                     |               |       |
| Assistance                                                                                 | <input type="checkbox"/>            | <input type="checkbox"/>            |               |       |
| Assistance                                                                                 | <input type="checkbox"/>            | <input type="checkbox"/>            |               |       |
| Assistance                                                                                 | <input type="checkbox"/>            | <input type="checkbox"/>            |               |       |
| <b>Counseling, Support Groups, Training (Only one required, but may provide all three)</b> |                                     |                                     |               |       |
| Counseling                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |               |       |
| Support Groups                                                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |               |       |
| Training                                                                                   | <input type="checkbox"/>            | <input type="checkbox"/>            |               |       |
| <b>Respite</b>                                                                             |                                     |                                     |               |       |
| Respite                                                                                    | <input type="checkbox"/>            | <input type="checkbox"/>            |               |       |
| Respite                                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |               |       |
| Respite                                                                                    | <input type="checkbox"/>            | <input type="checkbox"/>            |               |       |
| Respite                                                                                    | <input type="checkbox"/>            | <input type="checkbox"/>            |               |       |
| Respite                                                                                    | <input type="checkbox"/>            | <input type="checkbox"/>            |               |       |
| Respite                                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |               |       |
| Respite                                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |               |       |
| Respite                                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |               |       |
| Respite                                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |               |       |
| Respite                                                                                    | <input type="checkbox"/>            | <input type="checkbox"/>            |               |       |
| Respite                                                                                    | <input type="checkbox"/>            | <input type="checkbox"/>            |               |       |

| Supplemental Services               |                          |  |  |
|-------------------------------------|--------------------------|--|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |  |  |
| <input type="checkbox"/>            | <input type="checkbox"/> |  |  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |  |  |
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| <input type="checkbox"/>            | <input type="checkbox"/> |  |  |
| <input type="checkbox"/>            | <input type="checkbox"/> |  |  |

1. b. **Optional Components of Title III-E Caregiver Support Program:** (Check only those services to be funded by Title III-E):

Not Applicable, AAA does not plan to provide any optional components with Title III-E funds.

**Services for caregiving grandparents and older relatives (to receive services, grandparents/relatives must be 55 years or older):**

The AAA does plan to provide services to grandparents/relatives of children age 18 or younger (including persons with disabilities)

- Information     Assistance     Counseling     Support Groups     Training
- Respite (list types)
- Supplemental Services (list types)

The AAA does plan to provide services to grandparents/relatives who provide care to family members with disabilities between the ages of 19-59.

- Information     Assistance     Counseling     Support Groups     Training
- Respite (list types)
- Supplemental Services (list types)

**Caregiver Resource Center (CRC)**  
 [applies only to NYS's 17 State Funded Programs (Listed in the Guide for Completion)]

2. a. The AAA has designated a physical location(s) as the CRC:  YES     NO

2. b. Please check the activities that are provided through the CRC\*:

- Resource Library
- Training
- Support Groups
- Counseling
- Information & Assistance
- Public Information
- Other: Specify

2. c. Specify any special needs populations that will be served:

\* Note: All CRC activities are to be included on **Service Delivery and Resource Allocation Plan - State & All Other Programs** - line 19, 'Caregiver Services'.

|                                                                                                     |
|-----------------------------------------------------------------------------------------------------|
| <b>Caregiver Services Funded by Other Sources</b><br>(e.g., Title III-B, CSE, State Respite Grants) |
|-----------------------------------------------------------------------------------------------------|

3. Caregiver Services (Do not include Caregiver Services funded with Title III-E or CRC funds)

- |                                                   |                                           |                                                 |
|---------------------------------------------------|-------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Presentation to groups   | <input type="checkbox"/> Training         | <input type="checkbox"/> Support group meetings |
| <input type="checkbox"/> Individual counseling    | <input type="checkbox"/> Resource library |                                                 |
| <input type="checkbox"/> Other (briefly describe) |                                           |                                                 |



**EMPLOYMENT SERVICES**  
**(Senior Community Service Employment Program [SCSEP] -TITLE V)**

1. Is the AAA a SCSEP (Title V) grantee?  
YES

2. a. If the AAA currently has a current Memorandum of Understanding (MOU) with the One-Stop delivery system, indicate the date it was signed.

2. b. If the AAA does not have a MOU with the local One-Stop delivery system describe the impediments encountered in obtaining one and describe the actions the AAA has taken to address the impediments.

3. How many participants are currently on the SCSEP waiting list?  
0

4. Describe the AAA's plan to reach out to SCSEP SCSEP "most in need" populations in the county?  
(Please see the *Guide for Completion* for a list of "most in need" characteristics)

5. Describe the AAA's plan for self-evaluation to ensure that the SCSEP will achieve its performance measures for the current and subsequent years as per the U.S. Department of Labor Employment and Training Administration SCSEP Quarterly Progress Report.

**Certifications**

The AAA certifies that it will pay Title V enrollees at the prevailing minimum wage.

The AAA certifies that consultant fees paid under this grant shall be limited to \$585 per day without additional NYSOFA approval.

**HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE  
PROGRAM (HIICAP)**

1. What efforts has your local HIICAP program taken to expand your total client contacts through outreach and counseling? In addition, what significant changes will your program enact during the Plan period to expand your outreach and counseling efforts?

The use of monthly HIICAP articles in PrimeTime have been used to expand the total client contacts. In addition to the Prime Time Article, the HIICAP program brochure to distribute and used to increase total client contacts with older Medicare beneficiaries. Also, monthly outreach mailings from the OFA/OCC/NYConnects program staff are performed as an outreach activity with the purpose of increasing program awareness throughout the community. Changes will include dissemination of the monthly articles to senior centers and organizations so they can on their webpages in addition to posting the monthly article on the Office for the Aging webpage. HIICAP counselors will also attend public outreach events and health fairs with the purpose of increasing participation and total client contacts with older Medicare beneficiaries.

2. What actions did your HIICAP program take in 2015-16 to expand your public and media outreach events? In addition, what significant changes will your program enact during the Plan period to expand your public and media outreach?

During the 2015-16 program period HIICAP counselors attended Senior Centers and other public events to expand outreach and media outreach for the HIICAP Program. Significant changes planned to be used during this plan period include an enhancement of the Office for the Aging/Continuing Care/NYConnects monthly mailings to include a section of outreach and information about the HIICAP Program. Additionally, the HIICAP program will create a formal policy to use the Medicare Minute as a vehicle for outreach and education through Oneida County. The AgeNet Digital Health and Wellness System will also be used to publicize information related to the HIICAP program. The HIICAP program staff will also submit a minimum of two (2) media releases during the plan period.

3. What actions did your HIICAP program take in 2015-16 to expand outreach to serve Medicare beneficiaries under the age of 65 with a disability? In addition, what significant changes will your program enact during the Plan period to expand outreach to serve Medicare beneficiaries under the age of 65 with a disability?

With the goal of expanding outreach to serve Medicare beneficiaries under the age of 65, the Oneida County Office for the Aging/Continuing Care HIICAP Program will use the established of monthly outreach site schedule and monthly HIICAP PrimeTime articles. Monthly HIICAP articles will also be posted on the Office for the Aging webpage and shared with organizations which primarily serve individuals under the age of 65. Several mailings will be sent to agencies and organizations that primarily serve individuals under the age of 65 to inform them of the HIICAP Program and encourage referrals to Office for the Aging/Continuing Care/NYConnects for HIICAP assistance.

4. What actions did your HIICAP program take in 2015-16 to reach low-income beneficiaries? In addition, what significant changes will your program enact during the Plan period to expand outreach to serve low-income beneficiaries?

Actions taken in 2015-16 to expand outreach to serve low income beneficiaries included articles in the PrimeTime monthly senior publication and senior center newsletters. Changes will include dissemination of the monthly articles to senior centers and organizations so they can on their webpages in addition to posting the monthly article on the Office for the Aging webpage. Included in some of the articles will be a focus on information targeted towards low-income beneficiaries. HIICAP counselors will also attend public outreach events and health fairs with the purpose of increasing participation and total client contacts with low-income Medicare beneficiaries. Several mailings will be sent to agencies and organizations that primarily serve individuals under the age of 65 to inform them of the HIICAP Program and encourage referrals to Office for the Aging/Continuing Care/NYConnects for HIICAP assistance from low-income Medicare Beneficiaries.

5. What actions did your HIICAP program take in 2015-16 to increase the number of Medicare beneficiaries who received Part D enrollment assistance? In addition, what significant changes will your program enact during the Plan period to expand the number of beneficiaries who receive Medicare Part D enrollment assistance?

Actions taken in the 2015-16 program period included printing and article in PrimeTime monthly senior publication about Medicare Part D Enrollment prior to the open enrollment period. The availability of two HIICAP outreach offices used for assisting Medicare Beneficiaries during open enrollment was also publicized to keep the senior community informed about the availability of assistance for Medicare Part D enrollment. In addition to the existing outreach practices used the Office for the Aging/Continuing Care/NYConnects planned changes will include dissemination of the monthly articles to senior centers and organizations so they can on their webpages in addition to posting the monthly article on the Office for the Aging webpage. Included in some of the articles will be a focus on information about Medicare Part D

enrollment HIICAP counselors will also attend public outreach events and health fairs with the purpose of increasing awareness about Medicare Part D enrollment. Several mailings will be sent to agencies and organizations that primarily serve individuals under the age of 65 to inform them of the HIICAP Program and encourage referrals to Office for the Aging/Continuing Care/NYConnects for HIICAP assistance with Medicare Part D enrollment.

**6. What actions will your program take to reach and serve populations such as those with limited English proficiency; low literacy; targeted ethnic and racial groups; and those who live in intense urban or rural areas?**

HIICAP articles printed in the monthly PrimeTime Senior publication which is distributed to seniors living in both urban and suburban locations in Oneida County at Senior Nutrition Congregate Dining sites and home delivered meal routes for the purposes of serving and increasing participation in both urban and suburban areas of Oneida County. Public forum located at the Presbyterian Church in the Village of Knoxboro will also be conducted to increase participation from persons living in rural areas of Oneida County. In order to increase participation from individuals with limited English proficiency, presentations will be conducted at the Mohawk Valley Center for Refugees will also be planned using translators. Also, translated outreach material will also be disseminated to various non-English speaking minority segments of the Oneida County population. Outreach presentation located in both urban and suburban locations in Oneida County utilizing the existing monthly outreach site visit schedule will also be conducted.

**7. Does your HIICAP program conduct screenings (such as criminal background checks and/or finger printing) for paid staff, counselors and/or volunteers?**

YES

**If \*Yes, indicate the type of staff/volunteers screened and what organization(s) provides these services?**

The Oneida County OFA/OCC HIICAP programs plans to utilize the background screening procedure currently in place for the Oneida County OFA/OCC/ North Utica Community Center CAPS Program. Company: First Advantage Background Screening Services Type of background check: NationScan Plus - this scan provides a search of the national criminal database and returns both conviction and /or pending charges in its report. The NationScan Plus will develop additional counties or Sex Offender states where derogatory information is found. Average turnaround time is within 1 day. Cost: \$10 per check The individual must sign a consent form and send a check in the amount of the \$10 for the background check.

**8. What activities will your program provide to counsel and educate the public on Medicare wellness and preventive benefits?**

Oneida County Office for the Aging/Continuing Care/NYConnects HIICAP program plans to increase efforts to educate the public about Medicare wellness and preventive benefits by publishing articles in the PrimeTime Senior publication which are focused on educating Medicare Beneficiaries on the health and wellness benefits available to them. The HIICAP program will also create a one-sheet flyer that will be used to distribute to Medicare beneficiaries throughout the year to encourage them to take advantage of the health and wellness benefits available through Medicare

**9. Provide the estimated weekly hours that the Coordinator dedicates to the Program: 35.00**

**10. Does the HIICAP Coordinator serve other non-HIICAP functions?**

NO

**11. Provide the days and hours of operation that HIICAP is available to provide Medicare beneficiaries with one-on-one counseling.**

Telephone Counseling- Monday through Friday 8:30 to 4:40 Home visit in person Counseling - Monday through Friday 8:30 to 4:30, by appointment if a home visit is necessary Individual in-person counseling: Available at two (2) locations in Oneida County: Ava Dorfman Senior Citizens Civic Center 305 E. Locust Street Rome, NY 13440. HIICAP hours of availability are Tuesday and Thursday from 10:00 AM to 2:00 PM (and) North Utica Senior Citizens Community Center 50 Riverside Drive Utica, NY 13502. HIICAP hours of availability are Monday, Wednesday, and Friday 10:00 AM to 2:00 PM.

**12. Does your HIICAP Program utilize the assistance from the Medicare Managed Care Assistance Programs (MCCAP) ?**

YES

**If Yes, which MCCAP(s) does your HIICAP program utilize:**

- Community Services Society
- Empire Justice Center
- Legal Aid Society
- Medicare Rights Center (MRC)
- New York Legal Assistance Group (NYLAG)

New York Statewide Senior Action Council

If Yes, what services does the MCCAP provide your program? (Check all that apply)

Appeals

Case Assistance/Referral

Training

Other

13. Enter the number of HIICAP volunteers that your HIICAP program currently has: 0

14. One of the roles of the HIICAP Coordinator is to find ways to successfully recruit volunteers. Please describe the volunteer recruitment efforts your program has taken to recruit, train and retain volunteers?

To recruit volunteers for the purposes of HIICAP Counseling, the Oneida County Office for the Aging/Continuing Care/NYConnects HIICAP program attends several Health Fairs and public outreach events throughout the year to use as a mechanism for volunteer recruitment. The OFA/OCC/NYConnects Senior Administrative Assistant networks with several health organizations and uses this as an opportunity to provide information and outreach about the opportunity for volunteers to become trained and provide volunteer service to Medicare Beneficiaries through the HIICAP Program. Office for the Aging/Continuing Care/NYConnects also widely distributes HIICAP program brochures for the purposes of HIICAP volunteer recruitment.

**GENERAL SERVICES**

Please provide the following information regarding services the area agency intends to administer during the Plan period. Please refer to 14-PI-02, "Standard Definitions for Services and Units of Service." Brief narrative information regarding agency services may be added, but is not required.

**1. Information and Assistance**

- Information
- Tax Counseling
- Other (briefly describe)
- Benefits counseling
- Case assistance
- Referral
- Housing assistance

**2. In-Home Contact and Support**

- Friendly visiting
- Telephone reassurance
- Other (briefly describe) Bill Payer Assistance; Elder Abuse Prevention
- Shopping assistance
- Supervision services

**3. Outreach**

- Face to face
- Telephone

**4. Transportation**

**a. Service Design:**

- Demand
- Fixed route

**b. Type(s) of activities planned for the Plan period:**

- To medical appointments
- To visit friends & relatives
- Other (briefly describe)
- To program sites & senior centers
- Shopping assistance

**5. Adult Day Services**

- Social Adult Day Services
- Adult Day Health Care
- Other (briefly describe)

**Narrative Information:**

**MANAGED LONG TERM CARE (MLTC) PLANS & MANAGED CARE ORGANIZATIONS (MCOs)**

Area Agencies on Aging provide required as well as optional services under Medicaid Managed Long Term Care, Health Homes and the FIDA (Fully Integrated Duals Advantage for Westchester, NYC and Long Island) Demonstration.

Describe below if you are contracting with a managed long term care plan or managed care organization, what services you are contracted to provide, and either the value of that contract or the particular rate received for that service (whichever is appropriate).

Does the AAA plan on contracting with any MLTC plans/MCOs during this PLAN period?  
 \*YES    NO

If \*yes, List the name(s) of the MLTC plan/MCO the AAA is planning to contract with.

| Service                                                                                              | Value    | Rate   |
|------------------------------------------------------------------------------------------------------|----------|--------|
| <input type="checkbox"/> Personal Care Levels I or II, Home Health Aide                              |          |        |
| <input type="checkbox"/> Consumer Directed In-home Services                                          |          |        |
| <input type="checkbox"/> Case Management                                                             |          |        |
| <input type="checkbox"/> Adult Day Services (Medical or Social model)                                |          |        |
| <input type="checkbox"/> Personal Emergency Response System (PERS)                                   |          |        |
| <input checked="" type="checkbox"/> Nutrition -- Home-delivered meals or congregate meals            | 10000.00 | 8.35   |
| <input type="checkbox"/> Home modifications                                                          |          |        |
| <input type="checkbox"/> Non-emergency medical transportation to doctor offices, clinics (ambulette) |          |        |
| <input checked="" type="checkbox"/> Other: List    Nursing Assessments                               | 1000.00  | 175.00 |

|                                                                                                      | AMOUNT    |      |
|------------------------------------------------------------------------------------------------------|-----------|------|
| <input type="checkbox"/> Personal Care Levels I or II, Home Health Aide                              |           |      |
| <input type="checkbox"/> Consumer Directed In-home Services                                          |           |      |
| <input type="checkbox"/> Case Management                                                             |           |      |
| <input type="checkbox"/> Adult Day Services (Medical or Social model)                                |           |      |
| <input type="checkbox"/> Personal Emergency Response System (PERS)                                   |           |      |
| <input checked="" type="checkbox"/> Nutrition -- Home-delivered meals or congregate meals            | 350000.00 | 8.35 |
| <input type="checkbox"/> Home modifications                                                          |           |      |
| <input type="checkbox"/> Non-emergency medical transportation to doctor offices, clinics (ambulette) |           |      |
| <input type="checkbox"/> Other: List                                                                 |           |      |

|                                                                                                      | AMOUNT   |      |
|------------------------------------------------------------------------------------------------------|----------|------|
| <input type="checkbox"/> Personal Care Levels I or II, Home Health Aide                              |          |      |
| <input type="checkbox"/> Consumer Directed In-home Services                                          |          |      |
| <input type="checkbox"/> Case Management                                                             |          |      |
| <input type="checkbox"/> Adult Day Services (Medical or Social model)                                |          |      |
| <input type="checkbox"/> Personal Emergency Response System (PERS)                                   |          |      |
| <input checked="" type="checkbox"/> Nutrition -- Home-delivered meals or congregate meals            | 10000.00 | 8.35 |
| <input type="checkbox"/> Home modifications                                                          |          |      |
| <input type="checkbox"/> Non-emergency medical transportation to doctor offices, clinics (ambulette) |          |      |
| <input type="checkbox"/> Other: List                                                                 |          |      |



**OTHER NYSOFA FUNDING AND SERVICES**

Please check the box(es) to indicate programs that your AAA administers and enter the amount of funding anticipated for the coming program year. The total funding should include state funds, local match, income and other funding administered as part of each program. Include the funding amount on the line indicated under the 'All Other Programs' column of the **Service Delivery and Resource Allocation Plan**. Any amounts being provided as **Line 21 - 'Other Services'** must also be included and described in the 'Other Services' section.

| <input checked="" type="checkbox"/> Title V                                  | Employment Services                        | 56050 |  | 21 (Other Services)                  |
|------------------------------------------------------------------------------|--------------------------------------------|-------|--|--------------------------------------|
| <input checked="" type="checkbox"/> Foster Grandparents                      | Planning/Implementation/Admin.             | 7113  |  | 22 (Area Plan Admin.)                |
| <input checked="" type="checkbox"/> RSVP                                     | Volunteer Services Program                 | 0     |  | 21 (Other Services)                  |
| <input checked="" type="checkbox"/> Grants-in-Aid                            | Volunteer Services Program                 | 0     |  | 21 (Other Services)                  |
| <input checked="" type="checkbox"/> Caregiver Resource Center (State Funded) | Various                                    | 0     |  | Other: Enter line #:                 |
|                                                                              | Information & Assistance                   | 0     |  | Determined by AAA<br>Enter Line#(s): |
| <input checked="" type="checkbox"/> HIICAP                                   | Caregivers Services                        | 0     |  | 13 (Information & Assistance)        |
|                                                                              | Information & Assistance                   | 12642 |  | 19 (Caregiver Services)              |
|                                                                              | Outreach                                   | 0     |  | 13 (Information & Assistance)        |
|                                                                              | Counseling & Assistance                    | 26196 |  | 14 (Outreach)                        |
|                                                                              | Screening, Information & Assistance        | 54018 |  | 21 (Other Services)                  |
| <input checked="" type="checkbox"/> NY Connects/ADRC                         | Public Information                         | 6905  |  | 13 (Information & Assistance)        |
|                                                                              | Personalized Assistance/Options Counseling | 0     |  | 21 (Other Services)                  |
|                                                                              | Planning/Implementation/Admin.             | 0     |  | 21 (Other Services)                  |
|                                                                              |                                            |       |  | 22 (Area Plan Admin.)                |

|                                                                 |                                            |        |                               |
|-----------------------------------------------------------------|--------------------------------------------|--------|-------------------------------|
| <input checked="" type="checkbox"/> MIPPA                       | Information & Assistance                   | 7970   | 13 (Information & Assistance) |
|                                                                 | Outreach                                   | 0      | 14 (Outreach)                 |
|                                                                 | Public Information                         | 0      | 21 (Other Services)           |
| <input checked="" type="checkbox"/> State Funded Transportation | Assisted Transportation                    | 3500   | 9 (Assisted Transportation)   |
|                                                                 | Transportation                             | 10000  | 10 (Transportation)           |
|                                                                 | Screening, Information & Assistance        | 204594 | 13 (Information & Assistance) |
| <input checked="" type="checkbox"/> NY Connects Expansion/BIP   | Public Information                         | 3742   | 21 (Other Services)           |
|                                                                 | Personalized Assistance/Options Counseling | 20522  | 21 (Other Services)           |
|                                                                 | Planning/Implementation/Admin.             | 19204  | 22 (Area Plan Admin.)         |
| <input checked="" type="checkbox"/> Other; specify              | Direct Care Worker                         | 14388  | Line #: 6                     |
| <input checked="" type="checkbox"/> Other; specify              | M/A                                        | 357427 | Line #: 6                     |
| <input checked="" type="checkbox"/> Other; specify              | M/A                                        | 386477 | Line #: 13                    |
| <input checked="" type="checkbox"/> Other; specify              | M/A                                        | 348683 | Line #: 22                    |
| <input type="checkbox"/> Other; specify                         |                                            | 0      | Line #:                       |

|                   |         |
|-------------------|---------|
| <b>Sub-Totals</b> | 3500    |
|                   | 10000   |
|                   | 279224  |
|                   | 0       |
|                   | 0       |
|                   | 113415  |
|                   | 26317   |
|                   | 0       |
|                   | 1106975 |
|                   | 1539431 |

**OTHER SERVICES**

Complete the following to identify and describe all services/programs included on Line 21 in the Federal, State or Other Funding Columns, on the "Services Delivery and Resource Allocation" pages. This is to include all Line 21 services from the Other NYSOFA Funding and Services page as well. Examples might include: ID/discount cards/programs; medical equipment loan programs; public information/education; home modifications; residential repair and maintenance; overnight respite care; assistive devices/technology; laundry services; chore services; options counseling; crime and safety programs; energy assistance; group respite; and services purchased from the AAA (not included in lines 1-20); etc. See Guide for Completion and 14-P1-02 Standard Definitions of Service.

Total Funding for all Other Services: \$163,138

Name of Service/Program: NYConnects ADRC No Utica Community Center

---

Check all that apply: Directly Provided:  Contracted:

Briefly describe the service:  
Information, Outreach, training and public education

Amount of Funding for this Service: 6905

Number of Units: 460

List all funding sources: NY Connects

AAA Definition/Description of Unit of Service:

Name of Service/Program: Respite and Respite Beds

---

Check all that apply: Directly Provided:  Contracted:

Briefly describe the service:  
Provides Caregiver Respite and respite bed services only to clients referred by OFA/OCC. These services include overnight adult home and overnight nursing home stays.

Amount of Funding for this Service: 26000

Number of Units: 1625

List all funding sources: Title III-E

AAA Definition/Description of Unit of Service:

Name of Service/Program: Senior Employment Services

---

Check all that apply: Directly Provided:  Contracted:

Briefly describe the service:

Senior Workforce Training and Employment program through Oneida County Workforce Development Department.

Amount of Funding for this Service: 55233

Number of Units: 0

List all funding sources: Title V - SCSEP

AAA Definition/Description of Unit of Service:

Name of Service/Program: VDHCBS - CLP

---

Check all that apply: Directly Provided:  Contracted:

Briefly describe the service:

Veterans Directed Home and Community Based Services: Flexible consumer directed services for the Veterans as approved by the Syracuse VA Medical Center

Amount of Funding for this Service: 75000

Number of Units: 10714

List all funding sources: Department of Veterans Affairs

AAA Definition/Description of Unit of Service:





|                              |  |                          |                        |                                       |                    |
|------------------------------|--|--------------------------|------------------------|---------------------------------------|--------------------|
| 1) Title VII                 |  |                          |                        |                                       |                    |
| 2) Title V                   |  |                          |                        |                                       |                    |
| 3) NY Connects Expansion/RIP |  |                          |                        |                                       |                    |
| 4) N/A (III-D)               |  |                          |                        |                                       |                    |
| 5) CSI                       |  | 9) State Respite Program | 13) County Funds       | 17) Other, specify managed care       | 21) Other, specify |
| 6) State Caregivers (CRC)    |  | 10) HHCAP                | 14) MPPA               | 18) Other, specify direct care worker | 22) Other, specify |
| 7) State LTCOP               |  | 11) NY Connects/ADRC     | 15) Other, specify N/A | 19) Other, specify ex Nebraska Health | 23) Other, specify |
| 8) RSYP                      |  | 12) Transportation       | 16) Other, specify VA  | 20) Other, specify                    | 24) Other, specify |

AAA: Oneida - 30  
 AIP Period: 1/1/16 to 12/31/16\*  
 Title III-B Period (if different than above): 01/01/2016 to 12/31/2016  
 Original Date Submitted: 02/12/2016  
 Date Revised: 03/09/2016  
 Date Last Saved: 03/08/2016 at 5:34 PM | Last Saved By: Susie Perritano

Application For Funding  
 Summary Budget for Titles III-B, III-C-1, III-C-2, III-D, III-E

|            |            |            |            |            |            |            |            |            |            |            |            |            |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| \$50,560   | \$95,725   | \$146,285  | \$7,957    | \$9,051    | \$17,008   | \$14,052   | \$24,403   | \$38,455   | \$13,970   | \$13,619   | \$62,330   | \$76,949   |
| 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
| 50,560     | 95,725     | 146,285    | 7,957      | 9,051      | 17,008     | 14,052     | 24,403     | 38,455     | 13,970     | 13,619     | 63,330     | 76,949     |
| 15,168     | 28,718     | 43,886     | 2,387      | 2,715      | 5,102      | 4,216      | 7,321      | 11,437     | 4,191      | 4,085      | 18,999     | 23,084     |
| 0          | 0          | 30,000(b)  | 0          | 30,000(b)  | 0          | 0          | 0          | 30,000(b)  | 30,000(b)  | 0          | 0          | 30,000(b)  |
| 700        | 15,100     | 15,800     | 250        | 2,000      | 2,250      | 250        | 2,500      | 2,750      | 55         | 0          | 2,700      | 2,700      |
| 0          | 14,456     | 14,456     | 0          | 4,733      | 4,733      | 0          | 5,683      | 5,683      | 1,234      | 0          | 11,096     | 11,096     |
| 0          | 895        | 895        | 0          | 400        | 400        | 0          | 330        | 330        | 330        | 0          | 557        | 557        |
| 1,000      | 93,580     | 94,580     | 1,000      | 314,530    | 315,530    | 1,000      | 387,197    | 388,197    | 0          | 2,250      | 53,910     | 56,160     |
| \$67,428   | \$248,474  | \$315,902  | \$11,594   | \$333,429  | \$345,023  | \$19,518   | \$427,434  | \$446,992  | \$19,780   | \$19,954   | \$150,592  | \$170,546  |
| 1,300      | 1,300      | 1,300      | 0          | 51,244     | 51,244     | 0          | 64,375     | 64,375     | 1,500      | 0          | 5,000      | 5,000      |
| 0          | 0          | 0          | 0          | 29,516     | 29,516     | 0          | 37,080     | 37,080     | 0          | 0          | 1,332      | 1,332      |
| \$67,428   | \$247,174  | \$314,602  | \$11,594   | \$332,669  | \$344,263  | \$19,518   | \$425,979  | \$445,497  | \$18,280   | \$19,954   | \$144,260  | \$164,214  |
| 50,371.00  | 212,234.00 | 262,805.00 | 8,695.00   | 217,742.00 | 226,437.00 | 14,638.00  | 269,760.00 | 284,398.00 | 15,321.00  | 14,965.00  | 107,337.00 | 122,362.00 |
| 75,0000(c) | 85,8600(g) | 75,0000(c) | 75,0000(c) | 86,1800(d) | 86,1800(d) | 75,0000(c) | 82,7500(d) | 82,7500(d) | 89,2800(d) | 75,0000(c) | 74,4600(c) | 74,4600(c) |
| 16,857.00  | 34,940.00  | 51,797.00  | 2,899.00   | 34,927.00  | 37,826.00  | 4,880.00   | 56,219.00  | 61,099.00  | 1,999.00   | 4,989.00   | 36,863.00  | 41,852.00  |
| 25,0000    | 14,1358    | 25,0000    | 25,0000    | 13,8232    | 13,8232    | 25,0000    | 17,2462    | 17,2462    | 10,7168    | 25,0000    | 25,5523    | 25,5523    |

(g) Adjustments to Personnel Roster - see Attachment E.  
 (b) Composite Fringe Benefit Percentage.  
 (c) Federal Funds Requested Cannot Exceed 75% of Net Total, Line 12.  
 (d) Federal Funds Requested Cannot Exceed 90% of Net Total, Line 12.  
 Line 1 Total APA Personnel expenses: \$8618

\*\*Title III-E Expenditures Budgeted for Grandparents and older relatives Caring for Children Activities: \$0.00 0.8000 \$  
 This service is limited to 10% of the Title III-E federal funds and local match plus income & NSIP generated by these services. Do not include expenditures for grandparents and other older relatives caring for individuals with disabilities between 19-59.  
 \*\*Title III-E Expenditures Budgeted for Supplemental Services: \$16998.00 9.8031 \$  
 This service is limited to 20% of the Title III-E federal funds and local match plus income & NSIP generated by these services.  
 Percent of Federal funds budgeted for Area Plan Administration: \$8869.00 9.7410 \$  
 (See Guide for Completion for further information)



AAA: Oneida - 30  
 Period: 1/1/16 to 12/31/16  
 Title III-B Period (if different than above): 01/01/2016 to 12/31/2016  
 Original Date Submitted: 02/12/2016  
 Date Revised: 03/09/2016  
 Date Last Saved: 03/08/2016 at 4:16 PM | Last Saved By: Susie Perritano

Supporting Budget Schedule - Federal Programs

|  | \$9,536  | \$3,973 | \$4,768 | \$0     | \$9,536  |
|--|----------|---------|---------|---------|----------|
|  | 0        | 0       | 0       | 0       | 0        |
|  | 0        | 0       | 0       | 0       | 0        |
|  | 0        | 0       | 0       | 0       | 0        |
|  | 900      | 165     | 165     | 75      | 85       |
|  | 650      | 0       | 0       | 100     | 0        |
|  | 600      | 200     | 325     | 0       | 445      |
|  | 775      | 100     | 100     | 750     | 150      |
|  | 350      | 25      | 25      | 45      | 185      |
|  | 1,000    | 270     | 300     | 180     | 525      |
|  | 450      | 0       | 0       | 84      | 170      |
|  | 195      | 0       | 0       | 0       | 0        |
|  | 0        | 0       | 0       | 0       | 0        |
|  | \$14,456 | \$4,733 | \$5,683 | \$1,234 | \$11,096 |
|  | 0        | 0       | 0       | 0       | 0        |
|  | 0        | 0       | 0       | 0       | 0        |
|  | 150      | 50      | 50      | 300     | 0        |
|  | 445      | 350     | 280     | 30      | 557      |
|  | 0        | 0       | 0       | 0       | 0        |
|  | 300      | 0       | 0       | 0       | 0        |
|  | 0        | 0       | 0       | 0       | 0        |
|  | 0        | 0       | 0       | 0       | 0        |
|  | \$ 895   | \$ 400  | \$ 330  | \$ 330  | \$ 557   |

\*If the AAA does not expect to incur expenses related to the provision of Language Access Services—question 5C in the DEMOGRAPHIC DATA & TARGETING OBJECTIVES section must be completed.

AAA: Oneida - 30  
 Period: 1/1/16 to 12/31/16  
 Title III-B Period (if different than above): 01/01/2016 to 12/31/2016  
 Original Date Submitted: 02/12/2016  
 Date Revised: 03/09/2016  
 Date Last Saved: 03/08/2016 at 5:01 PM | Last Saved By: Susie Perritano

**Supporting Budget Schedule - Federal Programs - cont.**

|              |              |              |             |              |
|--------------|--------------|--------------|-------------|--------------|
| \$1,300      | \$51,244     | \$64,375     | \$ 0        | \$5,000      |
| 0            | 0            | 0            | 1,500       | 0            |
| \$1,300      | \$51,244     | \$64,375     | \$1,500     | \$5,000      |
| 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |
| 262,805      | 352,222      | 158,613      | 16,321      | 122,362      |
| 0            | 0            | 0            | 0           | 0            |
| 0            | -125,795     | 125,785      | 0           | 0            |
| 0            | 0            | 0            | 0           | 0            |
| \$262,805.00 | \$226,437.00 | \$284,398.00 | \$16,321.00 | \$122,362.00 |
| 51,797.00    | 37,826.00    | 61,099.00    | 1,959.00    | 41,852.00    |
| 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |
| 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |
| 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |
| 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |
| 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |
| \$51,797.00  | \$37,826.00  | \$61,099.00  | \$1,959.00  | \$41,852.00  |

\* If Carryover exceeds 7.5% of the previous year's total Federal award for Titles III-B, III-C, III-E or 25% for Title III-D a justification must be provided in Attachment D.  
 \*\* Provide justification for all transfers in Attachment D.

Application for Funding  
 Summary Budget for EISEP, CSE, CSI, WIN, CRC and State Transportation Programs

|            |           |           |             |           |        |           |            |           |           |     |          |
|------------|-----------|-----------|-------------|-----------|--------|-----------|------------|-----------|-----------|-----|----------|
| \$28,427   | \$231,799 | \$270,226 | \$124,757   | \$163,985 | \$0    | \$5,862   | \$16,766   | \$77,759  | \$94,525  | \$0 | \$1,736  |
| 0          | 0         | 0         | 0           | 0         | 0      | 0         | 0          | 0         | 0         | 0   | 0        |
| 36,427     | 231,799   | 270,226   | 124,757     | 163,985   | 0      | 5,862     | 16,766     | 77,759    | 94,525    | 0   | 1,736    |
| 11,528     | 69,539    | 81,067    | 37,427      | 48,526    | 0      | 1,758     | 5,029      | 23,329    | 28,358    | 0   | 521      |
| 0          | 30,000    | 0         | 0           | 30,000    | 0      | 30,394    | 0          | 0         | 30,000    | 0   | 0.00%    |
| 0          | 0         | 0         | 0           | 0         | 0      | 0         | 0          | 0         | 0         | 0   | 0.00%    |
| 0          | 12,000    | 12,000    | 5,000       | 5,000     | 0      | 0         | 0          | 0         | 0         | 0   | 0.00%    |
| 77         | 27,389    | 27,466    | 11,611      | 11,616    | 0      | 0         | 0          | 4,774     | 4,774     | 0   | 0        |
| 0          | 1,475     | 1,475     | 1,175       | 1,175     | 0      | 0         | 0          | 1,386     | 1,386     | 0   | 195      |
| 2,250      | 577,325   | 579,575   | 304,750     | 307,000   | 0      | 0         | 0          | 562       | 562       | 0   | 0        |
| 0          | 0         | 0         | 0           | 0         | 0      | 0         | 0          | 462,500   | 462,500   | 0   | 13,500   |
| \$52,282   | \$919,527 | \$971,809 | \$484,720   | \$537,002 | \$0    | \$7,620   | \$22,270   | \$570,398 | \$592,660 | \$0 | \$15,552 |
| 0          | 35,500    | 35,500    | 4,800       | 4,000     | 0      | 0         | 0          | 0         | 0         | 0   | 1,251    |
| 0          | 0         | 0         | 0           | 0         | 0      | 0         | 0          | 0         | 0         | 0   | 0        |
| \$52,282   | \$984,027 | \$936,309 | \$480,720   | \$533,002 | \$0    | \$7,620   | \$22,270   | \$570,398 | \$592,660 | \$0 | \$15,552 |
| 52,282 (c) | 662,479   | 714,761   | 360,197 (d) | 412,479   | 0 (4c) | 5,654 (e) | 22,270 (c) | 448,795   | 471,065   | 0   | 14,701   |
| 0          | 71,54     | 74,93     | 74,93       | 74,93     | 0.00   | 74.23     | 74.23      | 448,795   | 471,065   | 0   | 14,701   |
| 0          | 221,548   | 221,548   | 120,523     | 120,523   | 0      | 1,964     | 0          | 0         | 0         | 0   | 0        |
| 25,06      | 25,06     | 25,06     | 25,07       | 25,77     | 0      | 25,77     | 0          | 0         | 0         | 0   | 0        |

(a) Adjustments to Personal Roster  
 (b) Composite First Benefit Percentage  
 (c) 100% State Reimbursement  
 (d) 75% State Reimbursement  
 (e) Limited to 5% of total state funds (WIN and CSI programs)  
 (f) State Transportation funds may not be utilized to purchase vehicles

EISEP In-Home Services Percentage: 49.593  
 (EISEP In-Home Services include Personal Care Level I & II & Consumer Directed In-home Services only)  
 EISEP Ancillary Services Percentage: 10.165  
 (Ancillary services include Adult Day Services not provided as non-institutional respite, HDIM, Congregate Meals, Nutrition Counseling, Transportation, In-home Contact and Support not provided as non-institutional respite, Health Promotion, Personal Emergency Response and Other Services)  
 (See Guide for Completion and the worksheet for additional information.)

AAA: Oneida - 30  
 Period: 4/1/16 to 3/31/17  
 Original Date Submitted: 02/12/2016  
 Date Revised: 02/19/2016  
 Date Last Saved: 01/20/2016 at 5:18 PM | Last Saved By: Susie Perritano

**Supporting Budget Schedule for the EISEP, CSE, CSI, WIN, CRC and State Transportation Programs**

|          |          |     |         |     |       |
|----------|----------|-----|---------|-----|-------|
| \$19,866 | \$9,536  | \$0 | \$0     | \$0 | \$0   |
| 0        | 0        | 0   | 0       | 0   | 0     |
| 0        | 0        | 0   | 0       | 0   | 0     |
| 0        | 0        | 0   | 0       | 0   | 0     |
| 1,200    | 900      | 0   | 250     | 0   | 0     |
| 0        | 0        | 0   | 0       | 0   | 0     |
| 525      | 345      | 0   | 475     | 0   | 75    |
| 2,400    | 210      | 0   | 100     | 0   | 0     |
| 380      | 75       | 0   | 50      | 0   | 0     |
| 2,800    | 450      | 0   | 451     | 0   | 120   |
| 295      | 300      | 0   | 60      | 0   | 0     |
| 0        | 0        | 0   | 0       | 0   | 0     |
| 0        | 0        | 0   | 0       | 0   | 0     |
| \$27,466 | \$11,816 | \$0 | \$1,386 | \$0 | \$195 |
| 0        | 0        | 0   | 0       | 0   | 0     |
| 0        | 0        | 0   | 0       | 0   | 0     |
| 0        | 250      | 0   | 137     | 0   | 0     |
| 1,475    | 925      | 0   | 425     | 0   | 0     |
| 0        | 0        | 0   | 0       | 0   | 0     |
| 0        | 0        | 0   | 0       | 0   | 0     |
| 0        | 0        | 0   | 0       | 0   | 0     |
| 0        | 0        | 0   | 0       | 0   | 0     |
| \$1,475  | \$1,175  | \$0 | \$562   | \$0 | \$0   |

\*If the AAA does not expect to incur expenses related to the provision of Language Access Services—question 5a in the DEMOGRAPHIC DATA & TARGETING OBJECTIVE Section must be completed.  
 \*\*Equipment and assistive devices purchased as EISEP Ancillary Services must be included on line 6. G or H unless they are purchased as part of a contract.

AAA: Oneida - 30  
 Period: 4/1/16 to 3/31/17  
 Original Date Submitted: 02/12/2016  
 Date Revised: 02/19/2016  
 Date Last Saved: 01/20/2016 at 4:51 PM | Last Saved By: Susie Perrillano

**Supporting Budget Schedule for the EISEP, CSE, CSI, WIN, CRC and State Transportation Programs - cont.**

|  |           |           |         |          |     |          |     |         |  |     |
|--|-----------|-----------|---------|----------|-----|----------|-----|---------|--|-----|
|  | 35,000    | 0         |         |          |     |          |     |         |  |     |
|  | 0         | 0         |         |          |     |          |     |         |  |     |
|  | 35,000    | 0         |         |          |     |          |     |         |  |     |
|  | 500       | 4,000     | 0       | 77,154   | 0   | 77,154   | 0   | 1,251   |  |     |
|  | 0         | 0         | 0       | 0        | 0   | 0        | 0   | 0       |  |     |
|  | 0         | 0         | 0       | 0        | 0   | 0        | 0   | 0       |  |     |
|  | \$35,500  | \$4,000   | \$0     | \$77,154 | \$0 | \$77,154 | \$0 | \$1,251 |  |     |
|  |           |           |         |          |     |          |     |         |  |     |
|  | 221,548   | 120,523   | 1,964   |          |     |          |     |         |  |     |
|  | 0         | 0         | 0       | 0        | 0   | 0        | 0   | 0       |  |     |
|  | 0         | 0         | 0       | 0        | 0   | 0        | 0   | 0       |  |     |
|  | 0         | 0         | 0       | 0        | 0   | 0        | 0   | 0       |  |     |
|  | 0         | 0         | 0       | 0        | 0   | 0        | 0   | 0       |  |     |
|  | 0         | 0         | 0       | 0        | 0   | 0        | 0   | 0       |  |     |
|  | \$221,548 | \$120,523 | \$1,964 | \$0      | \$0 | \$0      | \$0 | \$0     |  | \$0 |

AAA: Oneida - 30  
 HIICap Period: 4/1/16 to 3/31/17  
 Title V Period: 7/1/16 to 6/30/17  
 Original Date Submitted: 02/12/2016  
 Date Revised: 03/09/2016  
 Date Last Saved: 03/08/2016 at 4:04 PM | Last Saved By: Susie Perritano

**Application For Funding  
 Summary Budget for HIICAP and Title V**

| Category   | Amount     | Percentage | Amount    | Percentage | Amount    | Percentage |
|------------|------------|------------|-----------|------------|-----------|------------|
| 24,992     | 5,471      | 0          | 5,471     | 0          | 5,471     | 0          |
| 0          | 0          | 0          | 0         | 0          | 0         | 0          |
| 24,992     | 5,471      | 0          | 5,471     | 0          | 5,471     | 0          |
| 7,497      | 1,642      | 0          | 1,642     | 0          | 1,642     | 0          |
| 30.00% (a) | 30.01% (a) | 0.00% (a)  | 0.00% (a) | 0.00% (a)  | 0.00% (a) | 0.00% (a)  |
| 0          | 0          | 0          | 0         | 0          | 0         | 0          |
| 400        | 0          | 0          | 0         | 100        | 100       | 100        |
| 179        | 0          | 0          | 0         | 857        | 857       | 857        |
| 300        | 0          | 0          | 0         | 100        | 100       | 100        |
| 0          | 0          | 52,175     | 2,818     | 54,993     | 54,993    | 54,993     |
| 33,368     | 7,113      | 52,175     | 3,875     | 63,163     | 63,163    | 63,163     |
| 395        |            |            |           |            |           |            |
| 32,983     | 7,113      | 52,175     | 3,875     | 63,163     | 63,163    | 63,163     |
| 32,983     | 5,217 (b)  | 46,957 (c) | 3,059     | 55,233     | 55,233    | 55,233     |
| 0          | 1,896      | 5,218      | 816       | 7,930 (d)  | 7,930 (d) | 7,930 (d)  |

(a) Composite Fringe Benefit Percentage.  
 (b) Federal share of administration is not to exceed 9.45% of the Federal funds requested.  
 (c) Federal share of Enrollee wages and Fringe Benefits must be at least 75% of the Federal funds requested.  
 (d) Federal share cannot exceed 90% of the Total Budget (minimum match 10%).

**Supporting Budget Schedule for HIICAP and Title V**

|  |        |        |
|--|--------|--------|
|  | \$ 0   | \$ 397 |
|  | 0      | 0      |
|  | 0      | 0      |
|  | 0      | 0      |
|  | 0      | 0      |
|  | 22     | 50     |
|  | 0      | 45     |
|  | 0      | 0      |
|  | 0      | 40     |
|  | 157    | 265    |
|  | 0      | 0      |
|  | 0      | 60     |
|  | 0      | 0      |
|  | \$ 179 | \$ 857 |
|  | 0      | 0      |
|  | 0      | 0      |
|  | 300    | 100    |
|  | 0      | 0      |
|  | 0      | 0      |
|  | 0      | 0      |
|  | 0      | 0      |
|  | 0      | 0      |
|  | 300    | 100    |

\* If the AAA does not expect to incur expenses related to the provision of Language Access Services --question 5a in the DEMOGRAPHIC DATA & TARGETING OBJECTIVES Section must be completed.

**Supporting Budget Schedule for HIICAP and Title V - cont.**

|  |        |        |
|--|--------|--------|
|  |        |        |
|  | 385    |        |
|  | 0      |        |
|  | \$ 385 |        |
|  |        |        |
|  | 32,983 | 55,233 |
|  | 0      | 0      |
|  | 32,983 | 55,233 |
|  |        |        |
|  | 0      | 7,930  |
|  | 0      | 0      |
|  | 0      | 0      |
|  | 0      | 0      |
|  | 0      | 0      |
|  | 0      | 7,930  |





|                       |         |        |        |       |        |       |       |        |     |        |       |        |         |
|-----------------------|---------|--------|--------|-------|--------|-------|-------|--------|-----|--------|-------|--------|---------|
| Nutrition program(s): |         |        |        |       |        |       |       |        |     |        |       |        |         |
| Subtotal Page 1       | 271,067 | 18,943 | 19,994 | 5,904 | 10,398 | 8,796 | 3,763 | 34,438 | 933 | 15,244 | 4,856 | 17,535 | 130,260 |

For Positions Used as In-Kind, note with (\*) after their name  
 (a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.  
 (b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.  
 (c) Other Funding Source Codes

| Other Funding Source Codes   |                           |                          |                  |                        |        |        |        |         |        |         |        |        |           |
|------------------------------|---------------------------|--------------------------|------------------|------------------------|--------|--------|--------|---------|--------|---------|--------|--------|-----------|
| 1) Title VII                 | 5) CSI                    | 9) State Respite Program | 13) County Funds | 17) Managed Care       | 21)    |        |        |         |        |         |        |        |           |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HHCAP                | 14) MIPPA        | 18) Direct Care Worker | 22)    |        |        |         |        |         |        |        |           |
| 3) NY Connests Expansion/BIP | 7) State LTCOP            | 11) NY Connests/ADRC     | 15) M/A          | 19) S. Network Health  | 23)    |        |        |         |        |         |        |        |           |
| 4) Title III-D               | 8) RSVP                   | 12) Transportation       | 16) VA           | 20)                    | 24)    |        |        |         |        |         |        |        |           |
| GRAND TOTAL                  | 1,971,447                 | 86,168                   | 95,725           | 9,051                  | 24,403 | 63,330 | 38,427 | 231,799 | 38,328 | 124,757 | 16,768 | 77,755 | 1,164,914 |

PERSONNEL ROSTER

| Complete For Each Position<br>(N) Name<br>(T) Title | 1 Annual Salary | 2 Title-III Area Plan Admin(a) | 3 Title III-B Services | 4 Title III-C1 Services | 5 Title III-C2 Services | 6 Title III-E Services | 7 EISEP           |                   |                   | 8 CSE                    |                 |                       | 9 WIN           |         | 10 OTHER FUNDING |            | SOURCES (a) |
|-----------------------------------------------------|-----------------|--------------------------------|------------------------|-------------------------|-------------------------|------------------------|-------------------|-------------------|-------------------|--------------------------|-----------------|-----------------------|-----------------|---------|------------------|------------|-------------|
|                                                     |                 |                                |                        |                         |                         |                        | 7a Implementation | 7b EISEP Services | 7c Administration | 8a Plan & Implementation | 8b CSE Services | 9a WIN Administration | 9b WIN Services | Amount  | Percentage       |            |             |
|                                                     |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |                  | Amount     |             |
| N Collandrea, Melanie                               | 28,720          | 1,148                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 862               | 3.00%             | 0.00%             | 0.00%                    | 0.00%           | 574                   | 2.00%           | 26,135  | 91.00%           | #15 #5     |             |
| T Administrative Assistant                          | 100.00%         | 4.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%   | 0.00%            |            |             |
| Nirritation program(a):                             |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |                  |            |             |
| N Conlito, Emily                                    | 26,658          | 0                              | 3,463                  | 0                       | 0                       | 2,932                  | 0                 | 5,865             | 0                 | 3,199                    | 0               | 0                     | 0               | 3,000   | 0.00%            | #4 #3 #18  |             |
| T Case Manager/Worker                               | 100.00%         | 0.00%                          | 12.99%                 | 0.00%                   | 0.00%                   | 11.00%                 | 0.00%             | 22.00%            | 0.00%             | 12.00%                   | 0.00%           | 0.00%                 | 0.00%           | 30.01%  | 0.00%            |            |             |
| Nirritation program(a):                             |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |                  |            |             |
| N Ciete, Donna                                      | 9,875           | 0                              | 0                      | 0                       | 0                       | 0                      | 0                 | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 0       | 0                | 0          | #15 #5      |
| T Other: Clerk, Part Time                           | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%   | 0.00%            | 0.00%      |             |
| Nirritation program(a):                             |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |                  |            |             |
| N Davis, Diana                                      | 20,972          | 0                              | 0                      | 0                       | 5,243                   | 0                      | 0                 | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 0       | 0                | 0          | #15         |
| T Other: Aging Services Aide                        | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 25.00%                  | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%   | 0.00%            | 0.00%      |             |
| Nirritation program(a):                             |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |                  |            |             |
| N DeLuca, Amanda                                    | 26,658          | 0                              | 3,995                  | 0                       | 1,333                   | 2,932                  | 0                 | 6,131             | 0                 | 3,199                    | 0               | 0                     | 0               | 9,064   | 0.00%            | #3 #15 #18 |             |
| T Case Manager/Worker                               | 100.00%         | 0.00%                          | 15.00%                 | 0.00%                   | 5.00%                   | 11.00%                 | 0.00%             | 23.00%            | 0.00%             | 12.00%                   | 0.00%           | 0.00%                 | 0.00%           | 34.00%  | 0.00%            |            |             |
| Nirritation program(a):                             |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |                  |            |             |
| N DeRosa, Donna                                     | 65,164          | 0                              | 0                      | 0                       | 0                       | 0                      | 0                 | 1,303             | 13,683            | 1,303                    | 3,258           | 0                     | 0               | 45,615  | 0.00%            | #15        |             |
| T Other: OCC Nurse Coordinator                      | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 2.00%             | 21.00%            | 2.00%             | 2.00%                    | 5.00%           | 0.00%                 | 0.00%           | 70.00%  | 0.00%            |            |             |
| Nirritation program(a):                             |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |                  |            |             |
| N Duda, Joseph                                      | 20,967          | 0                              | 0                      | 0                       | 0                       | 0                      | 0                 | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 20,967  | 0.00%            | #3 #15 #11 |             |
| T Other: Aging Services Aide                        | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 100.00% | 0.00%            |            |             |
| Nirritation program(a):                             |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |                  |            |             |
| N Duanevelli, Maryann                               | 26,658          | 0                              | 3,995                  | 0                       | 1,333                   | 2,932                  | 0                 | 6,131             | 0                 | 3,199                    | 0               | 0                     | 0               | 9,064   | 0.00%            | #3 #15 #18 |             |
| T Case Manager/Worker                               | 100.00%         | 0.00%                          | 15.00%                 | 0.00%                   | 5.00%                   | 11.00%                 | 0.00%             | 23.00%            | 0.00%             | 12.00%                   | 0.00%           | 0.00%                 | 0.00%           | 34.00%  | 0.00%            |            |             |
| Nirritation program(a):                             |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |                  |            |             |
| N Franco, Linda                                     | 32,954          | 0                              | 0                      | 0                       | 0                       | 0                      | 0                 | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 32,954  | 0.00%            | #15        |             |
| T Other: Medical Worker                             | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 100.00% | 0.00%            |            |             |

|                       |         |       |        |   |       |       |       |        |       |        |     |        |         |
|-----------------------|---------|-------|--------|---|-------|-------|-------|--------|-------|--------|-----|--------|---------|
| Nutrition program(s): |         |       |        |   |       |       |       |        |       |        |     |        |         |
| Subtotal Page 2       | 258,627 | 1,149 | 11,461 | 0 | 7,903 | 8,796 | 2,165 | 31,912 | 1,303 | 12,853 | 574 | 14,610 | 165,993 |

For Positions Used as In-Kind, none with (\*) after their name  
 (a) Check box if AAAA staff is designated or responsible for nutrition program oversight and/or operations  
 (b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E  
 (c) Other Funding Source Codes

| Other Funding Source Codes   |                           |                          |                  |                        |        |        |        |         |        |         |        |        |           |
|------------------------------|---------------------------|--------------------------|------------------|------------------------|--------|--------|--------|---------|--------|---------|--------|--------|-----------|
| 1) Title VII                 | 5) CSI                    | 9) State Respite Program | 13) County Funds | 17) Managed Care       | 21)    |        |        |         |        |         |        |        |           |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HHCAP                | 14) MIPPA        | 18) Direct Care Worker | 22)    |        |        |         |        |         |        |        |           |
| 3) NY Connects Expansion/RIP | 7) State LTCOP            | 11) NY Connects/ADRC     | 15) M/A          | 19) Sr Network Health  | 23)    |        |        |         |        |         |        |        |           |
| 4) Title III-D               | 8) RSVP                   | 12) Transportation       | 16) VA           | 20)                    | 24)    |        |        |         |        |         |        |        |           |
| GRAND TOTAL                  | 1,971,447                 | 86,188                   | 95,725           | 9,058                  | 24,403 | 63,330 | 38,427 | 231,794 | 38,328 | 124,737 | 16,764 | 77,758 | 1,649,914 |

PERSONNEL ROSTER

| Complete For Each Position<br>(N) Name<br>(T) Title           | 1 Annual Salary | 2 Title-III Area Plan Admin. % | 3 Title-III-B Services | 4 Title-III-C1 Services | 5 Title-III-C2 Services | 6 Title-III-E Services | 7 EISEP           |                   |                   | 8 CSE                    |                 |                       | 9 WIN           |        | 10 OTHER FUNDING |         | SOURCES        |
|---------------------------------------------------------------|-----------------|--------------------------------|------------------------|-------------------------|-------------------------|------------------------|-------------------|-------------------|-------------------|--------------------------|-----------------|-----------------------|-----------------|--------|------------------|---------|----------------|
|                                                               |                 |                                |                        |                         |                         |                        | 7a Implementation | 7b EISEP Services | 7c Implementation | 8a Plan & Implementation | 8b CSE Services | 9a WIN Administration | 9b WIN Services | Amount | Percentage       |         |                |
| N Gasser, Lisa                                                | 26,658          | 0.00%                          | 2,397                  | 0.00%                   | 0.00%                   | 2,932                  | 0.00%             | 6,131             | 0.00%             | 3,199                    | 0.00%           | 0.00%                 | 0.00%           | 5,332  | 6,667            | 25.01%  | #3 #18         |
| T Case Manager/Worker<br>Nutrition program(s):                | 100.00%         | 0.00%                          | 8.99%                  | 0.00%                   | 0.00%                   | 11.00%                 | 0.00%             | 23.00%            | 0.00%             | 12.00%                   | 0.00%           | 0.00%                 | 20.00%          | 0.00%  | 0.00%            | 0.00%   |                |
| N Giereznicki, Lisa                                           | 55,523          | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 1,110             | 11,660            | 2,776             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 38,866           | 70.00%  | #15            |
| T Other: OCC Nurse Coordinator<br>Nutrition program(s):       | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 2.00%             | 21.00%            | 5.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 0.00%            | 0.00%   |                |
| N Hamrah, June                                                | 51,542          | 10,308                         | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 38,651           | 75.00%  | #2 #15         |
| T Other: Sr Administrative Assistant<br>Nutrition program(s): | 100.00%         | 20.00%                         | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 0.00%            | 0.00%   |                |
| N Harrett, Dale                                               | 28,720          | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 19,243            | 1,436             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 5,170            | 18.00%  | #15 #4 #16     |
| T Aging Services Coordinator/Planner<br>Nutrition program(s): | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 67.00%            | 5.00%             | 0.00%                    | 0.00%           | 0.00%                 | 10.00%          | 0.00%  | 0.00%            | 0.00%   |                |
| N Hartwell, Gail                                              | 13,325          | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 13,325           | 100.00% | #3 #10 #14 #15 |
| T Other: Case Manager - Part Time<br>Nutrition program(s):    | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 0.00%            | 0.00%   |                |
| N Helmann, Keith                                              | 27,677          | 4,420                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 1,381             | 0.00%             | 4,973             | 4,697                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 11,327           | 41.00%  | #15            |
| T Other: Senior Account Clerk<br>Nutrition program(s):        | 100.00%         | 16.00%                         | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 5.00%             | 0.00%             | 18.00%            | 17.00%                   | 0.00%           | 0.00%                 | 3.00%           | 0.00%  | 0.00%            | 0.00%   |                |
| N Houghanster, Lisa                                           | 20,973          | 0.00%                          | 3,146                  | 1,049                   | 0.00%                   | 0.00%                  | 1,049             | 2,517             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 11,534           | 54.99%  | #15            |
| T Other: Aging Services Aide<br>Nutrition program(s):         | 100.00%         | 0.00%                          | 15.00%                 | 5.00%                   | 0.00%                   | 0.00%                  | 5.00%             | 12.00%            | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 0.00%            | 0.00%   |                |
| N Hyde, Jean                                                  | 26,658          | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 26,658           | 100.00% | #3 #10 #14 #15 |
| T Case Manager/Worker<br>Nutrition program(s):                | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 0.00%            | 0.00%   |                |
| N Jaros, John Sr.                                             | 30,218          | 0.00%                          | 6,043                  | 0.00%                   | 0.00%                   | 3,324                  | 0.00%             | 6,950             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 4,230            | 14.00%  | #3 #18         |
| T Social Worker                                               | 100.00%         | 0.00%                          | 20.00%                 | 0.00%                   | 0.00%                   | 11.00%                 | 0.00%             | 23.00%            | 0.00%             | 12.00%                   | 0.00%           | 0.00%                 | 20.00%          | 0.00%  | 0.00%            | 0.00%   |                |

|                       |         |        |       |       |       |       |       |        |       |        |     |        |         |
|-----------------------|---------|--------|-------|-------|-------|-------|-------|--------|-------|--------|-----|--------|---------|
| Nutrition program(s): |         |        |       |       |       |       |       |        |       |        |     |        |         |
| Subtotal Page 3       | 281,243 | 14,728 | 8,440 | 3,146 | 1,048 | 6,236 | 3,540 | 46,500 | 6,083 | 15,734 | 829 | 18,502 | 156,438 |

For Positions Used as In-kind, note with (\*) after their name  
 (a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.  
 (b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.  
 (c) 'Other Funding' Source Codes

| Other Funding Source Codes |        |                          |                 |                 |                          |          |         |                       |                     |                       |                    |           |                 |
|----------------------------|--------|--------------------------|-----------------|-----------------|--------------------------|----------|---------|-----------------------|---------------------|-----------------------|--------------------|-----------|-----------------|
| 1) Title VII               | 2) CSI | 3) State Respite Program | 4) County Funds | 5) Managed Care | 6) State Respite Program | 7) HICAP | 8) MPPA | 9) Direct Care Worker | 10) NY Commens/ADRC | 11) Sr Network Health | 12) Transportation | 13) V.A   | 14) GRAND TOTAL |
| 1,971,447                  | 86,188 | 95,725                   | 9,051           | 24,403          | 63,300                   | 38,427   | 231,799 | 38,328                | 124,757             | 16,766                | 77,735             | 1,164,914 |                 |

PERSONNEL ROSTER

| Complete For Each Position<br>(N) Name<br>(T) Title                                 | 1 Annual Salary   | 2 Title-III Area Plan Admin. (a) | 3 Title III-B Services | 4 Title III-C1 Services | 5 Title III-C2 Services | 6 Title III-E Services | 7 EISEP           |                   |                   | 8 CSE                    |                 |                       | 9 WIN           |                   |                   | 10 OTHER SOURCES FUNDING |                    | SOURCES (a) |
|-------------------------------------------------------------------------------------|-------------------|----------------------------------|------------------------|-------------------------|-------------------------|------------------------|-------------------|-------------------|-------------------|--------------------------|-----------------|-----------------------|-----------------|-------------------|-------------------|--------------------------|--------------------|-------------|
|                                                                                     |                   |                                  |                        |                         |                         |                        | 7a Implementation | 7b EISEP Services | 7c Implementation | 8a Plan & Implementation | 8b CSE Services | 8c WIN Administration | 8d WIN Services | Amount            | Percentage        |                          |                    |             |
|                                                                                     |                   |                                  |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |                   |                   | 7a Implementation        | 7b EISEP Services  |             |
| N Kolary-Premma, Tina<br>T Other: Data Processing Clerk<br>Nutrition program(s):    | 44,098<br>100.00% | 0<br>0.00%                       | 0<br>0.00%             | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 0<br>0.00%        | 0<br>0.00%        | 0<br>0.00%        | 0<br>0.00%               | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 0<br>0.00%        | 44,098<br>100.00% |                          | #15 #3             |             |
| N Lewis, Gail<br>T Clerk<br>Nutrition program(s):                                   | 9,875<br>100.00%  | 0<br>0.00%                       | 988<br>10.01%          | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 0<br>0.00%        | 0<br>0.00%        | 0<br>0.00%        | 0<br>0.00%               | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 0<br>0.00%        | 9,875<br>100.00%  |                          | #15                |             |
| N Marrafield, Linda<br>T Other: OCC Program Nurse<br>Nutrition program(s):          | 51,280<br>100.00% | 0<br>0.00%                       | 2,564<br>5.00%         | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 5,641<br>11.00%   | 0<br>0.00%        | 2,564<br>5.00%    | 0<br>0.00%               | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 0<br>0.00%        | 40,511<br>79.00%  |                          | #15                |             |
| N Marlowicz, Karleen<br>T Other: Case Aide - Part Time<br>Nutrition program(s):     | 9,875<br>100.00%  | 0<br>0.00%                       | 0<br>0.00%             | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 0<br>0.00%        | 0<br>0.00%        | 0<br>0.00%        | 0<br>0.00%               | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 0<br>0.00%        | 9,875<br>100.00%  |                          | #15                |             |
| N Naisreddi, Bonnie<br>T Case Manager/Worker<br>Nutrition program(s):               | 26,658<br>100.00% | 0<br>0.00%                       | 3,995<br>15.00%        | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 0<br>0.00%        | 0<br>0.00%        | 0<br>0.00%        | 0<br>0.00%               | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 0<br>0.00%        | 22,663<br>85.00%  |                          | #3 #10 #15 #14 #18 |             |
| N Nettleson, Carol<br>T Aging Services Coordinator/Planner<br>Nutrition program(s): | 28,720<br>100.00% | 0<br>0.00%                       | 0<br>0.00%             | 0<br>0.00%              | 0<br>0.00%              | 2,872<br>10.00%        | 0<br>0.00%        | 0<br>0.00%        | 2,872<br>10.00%   | 0<br>0.00%               | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 22,976<br>80.00%  |                   | #4 #15                   |                    |             |
| N Nunez, Ruben<br>T Other: Principal Account Clerk<br>Nutrition program(s):         | 28,597<br>100.00% | 2,860<br>10.00%                  | 0<br>0.00%             | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 4,290<br>15.00%   | 0<br>0.00%        | 858<br>3.00%      | 4,290<br>15.00%          | 858<br>3.00%    | 0<br>0.00%            | 0<br>0.00%      | 11,151<br>38.99%  |                   | #15                      |                    |             |
| N Paschall, Kathryn<br>T Other: OCC Program Nurse<br>Nutrition program(s):          | 55,541<br>100.00% | 0<br>0.00%                       | 3,888<br>7.00%         | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 6,110<br>11.00%   | 0<br>0.00%        | 2,777<br>5.00%    | 0<br>0.00%               | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 42,766<br>77.00%  |                   | #15                      |                    |             |
| N Perry, Daniel<br>T Aging Services Coordinator/Planner<br>Nutrition program(s):    | 28,720<br>100.00% | 0<br>0.00%                       | 0<br>0.00%             | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 0<br>0.00%        | 0<br>0.00%        | 0<br>0.00%        | 0<br>0.00%               | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 28,720<br>100.00% |                   | #3 #11 #15               |                    |             |

|                       |       |        |   |       |       |        |     |        |     |         |
|-----------------------|-------|--------|---|-------|-------|--------|-----|--------|-----|---------|
| Nutrition program(s): |       |        |   |       |       |        |     |        |     |         |
| Subtotal Page 4       |       |        |   |       |       |        |     |        |     |         |
| 283,364               | 2,866 | 11,439 | 0 | 2,873 | 4,236 | 16,041 | 838 | 12,503 | 855 | 231,643 |

For Positions Used as In-Skind, note with (\*) after their name  
 (a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.  
 (b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.  
 (c) 'Other Funding' Source Codes

| Other Funding Source Codes   |                       |                          |                  |                        |        |        |        |         |        |         |        |        |           |
|------------------------------|-----------------------|--------------------------|------------------|------------------------|--------|--------|--------|---------|--------|---------|--------|--------|-----------|
| 1) Title VII                 | 5) CSI                | 9) State Respite Program | 13) County Funds | 17) Managed Care       | 21)    |        |        |         |        |         |        |        |           |
| 2) Title V                   | 6) State Carers (CRC) | 10) HICAP                | 14) MIPPA        | 18) Direct Care Worker | 22)    |        |        |         |        |         |        |        |           |
| 3) NY Connects Expansion/BIP | 7) State LICO*        | 11) NY Connects/ADRC     | 15) MIA          | 19) Sr Network Finab   | 23)    |        |        |         |        |         |        |        |           |
| 4) Title III-D               | 8) RSVF               | 12) Transportation       | 16) VA           | 20)                    | 24)    |        |        |         |        |         |        |        |           |
| GRAND TOTAL                  | 1,971,447             | 86,188                   | 95,725           | 9,081                  | 24,403 | 63,330 | 38,427 | 231,795 | 38,328 | 124,757 | 16,766 | 77,758 | 1,649,914 |



PERSONNEL ROSTER

| Complete For Each Position<br>(N) Name<br>(T) Title                                  | J Annual Salary   | 2 Title-III Area Plan Admin (a) | 3 Title III-B Services | 4 Title III-CI Services | 5 Title III-CZ Services | 6 Title III-E Services | 7 EISEP           |                   | 8 CSE                    |                 | 9 WIN                 |                 | 10 OTHER FUNDING  |                  | SOURCES (a) |
|--------------------------------------------------------------------------------------|-------------------|---------------------------------|------------------------|-------------------------|-------------------------|------------------------|-------------------|-------------------|--------------------------|-----------------|-----------------------|-----------------|-------------------|------------------|-------------|
|                                                                                      |                   |                                 |                        |                         |                         |                        | 7a Implementation | 7b EISEP Services | 8a Plan & Implementation | 8b CSE Services | 9a WIN Administration | 9b WIN Services | Amount            | Percentage       |             |
| N. Perritano, Susan<br>T. Other: Administrative Officer<br>Nutrition program(s):     | 57,874<br>100.00% | 19,098<br>33.00%                | 0<br>0.00%             | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 9,263<br>16.00%   | 0<br>0.00%        | 6,943<br>12.00%          | 0<br>0.00%      | 6,366<br>11.00%       | 0<br>0.00%      | 16,204<br>28.00%  | #15 #2<br>#12 #3 |             |
| N. Fomeroy, Bilda<br>T. Other: Senior Social Worker<br>Nutrition program(s):         | 53,007<br>100.00% | 6,361<br>12.00%                 | 0<br>0.00%             | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 4,243<br>8.00%    | 7,954<br>15.00%   | 2,124<br>4.00%           | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 32,334<br>61.00%  | #15              |             |
| N. Rashid, Susan<br>T. Social Worker<br>Nutrition program(s):                        | 41,014<br>100.00% | 0<br>0.00%                      | 12,304<br>30.00%       | 0<br>0.00%              | 0<br>0.00%              | 2,461<br>6.00%         | 0<br>0.00%        | 6,152<br>15.00%   | 0<br>0.00%               | 0<br>0.00%      | 0<br>0.00%            | 4,101<br>10.00% | 15,906<br>39.00%  | #3 #15<br>#18    |             |
| N. Ray, Jessica<br>T. Other: Aging Services Aide<br>Nutrition program(s):            | 20,973<br>100.00% | 0<br>0.00%                      | 0<br>0.00%             | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 0<br>0.00%        | 0<br>0.00%        | 0<br>0.00%               | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 20,973<br>100.00% | #3 #15<br>#11    |             |
| N. Rayner, Dorothy<br>T. Case Manager/Worker<br>Nutrition program(s):                | 26,658<br>100.00% | 0<br>0.00%                      | 1,869<br>7.01%         | 0<br>0.00%              | 0<br>0.00%              | 2,932<br>11.00%        | 0<br>0.00%        | 6,131<br>23.00%   | 0<br>0.00%               | 3,198<br>12.00% | 0<br>0.00%            | 0<br>0.00%      | 7,195<br>26.99%   | #3 #18           |             |
| N. Remano, Irina<br>T. Other: OCC Program Nurse<br>Nutrition program(s):             | 56,587<br>100.00% | 0<br>0.00%                      | 3,951<br>7.00%         | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 0<br>0.00%        | 6,224<br>11.00%   | 0<br>0.00%               | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 43,573<br>77.00%  | #15              |             |
| N. Remano, Michael<br>T. Director<br>Nutrition program(s):                           | 76,155<br>100.00% | 11,423<br>15.00%                | 0<br>0.00%             | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 0<br>0.00%        | 0<br>0.00%        | 3,808<br>5.00%           | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 60,923<br>80.00%  | #15              |             |
| N. Saltramit, Joseph<br>T. Other: Aging Services Supervisor<br>Nutrition program(s): | 36,286<br>100.00% | 0<br>0.00%                      | 0<br>0.00%             | 0<br>0.00%              | 0<br>0.00%              | 0<br>0.00%             | 0<br>0.00%        | 0<br>0.00%        | 1,814<br>5.00%           | 0<br>0.00%      | 0<br>0.00%            | 0<br>0.00%      | 34,472<br>95.00%  | #15              |             |
| N. Schindlhofer, Katherine<br>T. Case Manager/Worker<br>Nutrition program(s):        | 26,658<br>100.00% | 0<br>0.00%                      | 2,397<br>8.99%         | 0<br>0.00%              | 0<br>0.00%              | 2,932<br>11.00%        | 0<br>0.00%        | 6,131<br>23.00%   | 0<br>0.00%               | 3,195<br>12.00% | 0<br>0.00%            | 0<br>0.00%      | 6,667<br>25.01%   | #18 #3           |             |

**Nutrition program(s):**

**Subtotal Page 5**

|         |        |        |   |       |        |        |        |       |       |        |         |
|---------|--------|--------|---|-------|--------|--------|--------|-------|-------|--------|---------|
| 395,213 | 36,883 | 20,531 | 0 | 8,325 | 13,504 | 32,590 | 14,687 | 9,227 | 6,366 | 14,765 | 238,338 |
|---------|--------|--------|---|-------|--------|--------|--------|-------|-------|--------|---------|

For Positions Used as In-Kind, note with (C) after their name  
 (a) Check box if AAA staff is designated as responsible for nutrition program oversight and/or operations.  
 (b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.  
 (c) 'Other Funding' Source Codes

|                              |                           | Other Funding Source Codes |                  |                        |        |        |        |         |        |         |        |        |           |
|------------------------------|---------------------------|----------------------------|------------------|------------------------|--------|--------|--------|---------|--------|---------|--------|--------|-----------|
| 1) Title VII                 | 5) CSI                    | 9) State Reopine Program   | 13) County Funds | 17) Managed Care       |        |        |        |         |        |         |        |        |           |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HHC/AP                 | 14) MIPPA        | 18) Direct Care Worker |        |        |        |         |        |         |        |        |           |
| 3) NY Connects Expansion/BIP | 7) State LTCOP            | 11) NY Connects/ADRC       | 15) M/A          | 19) St. Network Health |        |        |        |         |        |         |        |        |           |
| 4) Title III-D               | 8) RSVP                   | 12) Transportation         | 16) VA           | 20)                    |        |        |        |         |        |         |        |        |           |
| <b>GRAND TOTAL</b>           | 1,971,447                 | 86,188                     | 95,725           | 9,051                  | 24,403 | 65,330 | 38,424 | 231,795 | 38,328 | 124,757 | 16,766 | 77,758 | 1,164,914 |

PERSONNEL ROSTER

| Complete For Each Position<br>(N) Name<br>(T) Title | 1 Annual Salary | 2 Title-III Area Plan Admin. % | 3 Title III-B Services | 4 Title III-C1 Services | 5 Title III-C2 Services | 6 Title III-E Services | 7 EISEP           |                   |                   | 8 CSE                    |                 |                       | 9 WIN           |         |            | 10 OTHER FUNDING |            | SOURCES ON |
|-----------------------------------------------------|-----------------|--------------------------------|------------------------|-------------------------|-------------------------|------------------------|-------------------|-------------------|-------------------|--------------------------|-----------------|-----------------------|-----------------|---------|------------|------------------|------------|------------|
|                                                     |                 |                                |                        |                         |                         |                        | 7a Implementation | 7b EISEP Services | 7c EISEP Services | 8a Plan & Implementation | 8b CSE Services | 9a WIN Administration | 9b WIN Services | Amount  | Percentage |                  |            |            |
| N Sears, Linda                                      | 63,663          | 3,940                          | 0                      | 0                       | 1,313                   | 0                      | 2,628             | 19,042            | 2,628             | 9,849                    | 3,283           | 0                     | 22,983          | 0       | 22,983     | 35.00%           | #15        |            |
| T Other: Case Supervisor, Grade B                   | 100.00%         | 6.00%                          | 0.00%                  | 0.00%                   | 2.00%                   | 0.00%                  | 4.00%             | 29.00%            | 4.00%             | 15.00%                   | 5.00%           | 0.00%                 | 0.00%           | 0.00%   | 0.00%      | 0.00%            | #15        |            |
| Nunition program(s):                                |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |            |                  |            |            |
| N Smith, Karen                                      | 35,883          | 0                              | 718                    | 0                       | 0                       | 0                      | 3,171             | 0                 | 0                 | 1,794                    | 0               | 3,588                 | 0               | 22,606  | 0          | 22,606           | #15        |            |
| T Other: OCC Program Name                           | 100.00%         | 0.00%                          | 2.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 20.00%            | 0.00%             | 0.00%             | 5.00%                    | 0.00%           | 10.00%                | 0.00%           | 63.00%  | 0.00%      | 63.00%           | #15        |            |
| Nunition program(s):                                |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |            |                  |            |            |
| N Stachon, Elizabeth                                | 36,286          | 3,629                          | 0                      | 0                       | 0                       | 5,444                  | 1,814             | 12,700            | 1,814             | 9,072                    | 0               | 0                     | 0               | 3,627   | 0          | 3,627            | #15        |            |
| T Other: Aging Services Supervisor                  | 100.00%         | 10.00%                         | 0.00%                  | 0.00%                   | 0.00%                   | 15.00%                 | 5.00%             | 35.00%            | 5.00%             | 25.00%                   | 0.00%           | 0.00%                 | 0.00%           | 10.00%  | 0.00%      | 10.00%           | #15        |            |
| Nunition program(s):                                |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |            |                  |            |            |
| N Sterling, Donna                                   | 48,061          | 0                              | 9,612                  | 0                       | 2,403                   | 5,281                  | 0                 | 11,054            | 0                 | 5,767                    | 0               | 0                     | 0               | 13,938  | 0          | 13,938           | #15 #3     |            |
| T Social Worker                                     | 100.00%         | 0.00%                          | 20.00%                 | 0.00%                   | 5.00%                   | 11.00%                 | 0.00%             | 23.00%            | 0.00%             | 12.00%                   | 0.00%           | 0.00%                 | 0.00%           | 29.00%  | 0.00%      | 29.00%           | #15 #3     |            |
| Nunition program(s):                                |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |            |                  |            |            |
| N Stokes, Todd                                      | 36,286          | 0                              | 0                      | 0                       | 0                       | 0                      | 0                 | 0                 | 0                 | 6,168                    | 0               | 0                     | 0               | 30,117  | 0          | 30,117           | #15 #3     |            |
| T Other: Aging Services Supervisor                  | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 17.00%                   | 0.00%           | 0.00%                 | 0.00%           | 83.00%  | 0.00%      | 83.00%           | #15 #3     |            |
| Nunition program(s):                                |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |            |                  |            |            |
| N Town, Susanna                                     | 20,973          | 0                              | 0                      | 0                       | 0                       | 0                      | 0                 | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 20,973  | 0          | 20,973           | #9 #15 #11 |            |
| T Other: Aging Services Aide                        | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 100.00% | 0.00%      | 100.00%          | #9 #15 #11 |            |
| Nunition program(s):                                |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |            |                  |            |            |
| N Vacant                                            | 20,973          | 0                              | 0                      | 0                       | 0                       | 0                      | 0                 | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 0       | 0          | 0                | #15 #3     |            |
| T Other: Aging Services Aide                        | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 18.875  | 0.00%      | 18.875           | #15 #3     |            |
| Nunition program(s):                                |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |            |                  |            |            |
| N Vacant                                            | 37,589          | 3,007                          | 0                      | 0                       | 0                       | 0                      | 1,128             | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 32,326  | 0          | 32,326           | #15        |            |
| T Other: Program Analyst                            | 100.00%         | 8.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 3.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 86.00%  | 0.00%      | 86.00%           | #15        |            |
| Nunition program(s):                                |                 |                                |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |         |            |                  |            |            |
| N Vacant                                            | 28,720          | 0                              | 0                      | 0                       | 0                       | 2,010                  | 0                 | 0                 | 0                 | 10,052                   | 0               | 0                     | 0               | 16,658  | 0          | 16,658           | #15        |            |
| T Aging Services Coordinator/Planner                | 100.00%         | 0.00%                          | 0.00%                  | 0.00%                   | 0.00%                   | 7.00%                  | 0.00%             | 0.00%             | 0.00%             | 35.00%                   | 0.00%           | 0.00%                 | 0.00%           | 58.00%  | 0.00%      | 58.00%           | #15        |            |

|                       |  |         |        |        |   |       |        |       |        |       |        |       |       |         |
|-----------------------|--|---------|--------|--------|---|-------|--------|-------|--------|-------|--------|-------|-------|---------|
| Nutrition program(s): |  | 330,433 | 10,576 | 10,338 | 0 | 3,713 | 12,741 | 3,754 | 51,022 | 5,568 | 42,703 | 3,283 | 4,637 | 182,103 |
| Subtotal Page 6       |  |         |        |        |   |       |        |       |        |       |        |       |       |         |

For Positions Used as In-Kind, note with (\*) after their name  
 (a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.  
 (b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.  
 (c) Other Funding Source Codes

|                              |                           | Other Funding Source Codes |        |        |        |       |        |        |         |        |         |        |        |           |
|------------------------------|---------------------------|----------------------------|--------|--------|--------|-------|--------|--------|---------|--------|---------|--------|--------|-----------|
| 1) Title VII                 | 5) CSI                    |                            |        |        |        |       |        |        |         |        |         |        |        |           |
| 2) Title V                   | 6) State Caregivers (CRC) |                            |        |        |        |       |        |        |         |        |         |        |        |           |
| 3) NY Connects Expansion/BIP | 7) State LILOOP           |                            |        |        |        |       |        |        |         |        |         |        |        |           |
| 4) Title III-D               | 8) RSVP                   |                            |        |        |        |       |        |        |         |        |         |        |        |           |
|                              | 9) State Respite Program  |                            |        |        |        |       |        |        |         |        |         |        |        |           |
|                              | 10) IHICAP                |                            |        |        |        |       |        |        |         |        |         |        |        |           |
|                              | 11) NY Connects/ADRC      |                            |        |        |        |       |        |        |         |        |         |        |        |           |
|                              | 12) Transportation        |                            |        |        |        |       |        |        |         |        |         |        |        |           |
|                              | 13) County Funds          |                            |        |        |        |       |        |        |         |        |         |        |        |           |
|                              | 14) MIPPA                 |                            |        |        |        |       |        |        |         |        |         |        |        |           |
|                              | 15) M/A                   |                            |        |        |        |       |        |        |         |        |         |        |        |           |
|                              | 16) VA                    |                            |        |        |        |       |        |        |         |        |         |        |        |           |
|                              | 17) Managed Care          |                            |        |        |        |       |        |        |         |        |         |        |        |           |
|                              | 18) Direct Care Worker    |                            |        |        |        |       |        |        |         |        |         |        |        |           |
|                              | 19) St. Norwalk Health    |                            |        |        |        |       |        |        |         |        |         |        |        |           |
|                              | 20)                       |                            |        |        |        |       |        |        |         |        |         |        |        |           |
| GRAND TOTAL                  |                           | 1,971,447                  | 86,188 | 95,725 | 24,403 | 9,051 | 24,403 | 38,427 | 231,793 | 38,328 | 124,757 | 16,766 | 77,759 | 1,164,914 |

PERSONNEL ROSTER

| Complete For Each Position<br>(N) Name<br>(T) Title   | 1 Annual Salary | 2 Title-III Area Plan Amount <sup>(a)</sup> | 3 Title-III-B Services | 4 Title-III-C1 Services | 5 Title-III-C2 Services | 6 Title-III-E Services | 7 EISEP           |                   |                   | 8 CSE                    |                 |                       | 9 WIN           |        |            | 10 OTHER FUNDING <sup>(b)</sup> |        | SOURCES <sup>(b)</sup> |
|-------------------------------------------------------|-----------------|---------------------------------------------|------------------------|-------------------------|-------------------------|------------------------|-------------------|-------------------|-------------------|--------------------------|-----------------|-----------------------|-----------------|--------|------------|---------------------------------|--------|------------------------|
|                                                       |                 |                                             |                        |                         |                         |                        | 7a Implementation | 7b EISEP Services | 7c Implementation | 8a Plan & Implementation | 8b CSE Services | 9a WIN Administration | 9b WIN Services | Amount | Percentage |                                 |        |                        |
| N VACANT                                              | 20,974          | 1,048                                       | 0                      | 0                       | 0                       | 0                      | 0                 | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 0      | 0          | 19,924                          | 95.00% | #15                    |
| T Other: Senior Clerk<br>Nutrition program(s):        | 100.00%         | 5.00%                                       | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 0.00%      | 0.00%                           | 0.00%  |                        |
| N Veagender, Judith                                   | 29,648          | 0                                           | 0                      | 0                       | 4,448                   | 7,412                  | 0                 | 8,894             | 5,337             | 0                        | 0               | 0                     | 0               | 0      | 0          | 3,257                           | 12.00% | #15                    |
| T Other: Aging Services Aide<br>Nutrition program(s): | 100.00%         | 0.00%                                       | 0.00%                  | 0.00%                   | 15.00%                  | 25.00%                 | 0.00%             | 30.00%            | 18.00%            | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 0.00%      | 0.00%                           | 0.00%  |                        |
| N Volunteers Used As Match                            | 0.00%           | 0.00%                                       | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 0.00%      | 0.00%                           | 0.00%  |                        |
| T Volunteers Used As Match<br>Nutrition program(s):   | 0.00%           | 0.00%                                       | 0.00%                  | 0.00%                   | 0.00%                   | 0.00%                  | 0.00%             | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 0.00%      | 0.00%                           | 0.00%  |                        |
| N Woolheater, Angel                                   | 26,658          | 0                                           | 3,998                  | 0                       | 1,333                   | 2,924                  | 0                 | 6,131             | 0                 | 3,199                    | 0               | 0                     | 0               | 0      | 0          | 9,064                           | 34.00% | #9 #15 #18             |
| T Case Manager/Worker<br>Nutrition program(s):        | 100.00%         | 0.00%                                       | 15.00%                 | 0.00%                   | 5.00%                   | 11.00%                 | 0.00%             | 23.00%            | 0.00%             | 12.00%                   | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 0.00%      | 0.00%                           | 0.00%  |                        |
| N Wright-Perkins, Thalia                              | 26,658          | 0                                           | 2,397                  | 0                       | 2,924                   | 0                      | 0                 | 6,131             | 0                 | 3,199                    | 0               | 0                     | 0               | 0      | 0          | 6,667                           | 25.01% | #18 #3                 |
| T Case Manager/Worker<br>Nutrition program(s):        | 100.00%         | 0.00%                                       | 8.99%                  | 0.00%                   | 0.00%                   | 11.00%                 | 0.00%             | 23.00%            | 0.00%             | 12.00%                   | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 0.00%      | 0.00%                           | 0.00%  |                        |
| N Wu-Beason, Princia                                  | 47,561          | 0                                           | 7,134                  | 0                       | 5,229                   | 0                      | 0                 | 7,134             | 0                 | 4,756                    | 0               | 0                     | 0               | 0      | 0          | 20,927                          | 44.00% | #15 #3                 |
| T Social Worker<br>Nutrition program(s):              | 100.00%         | 0.00%                                       | 15.00%                 | 0.00%                   | 0.00%                   | 11.00%                 | 0.00%             | 15.00%            | 0.00%             | 10.00%                   | 0.00%           | 0.00%                 | 0.00%           | 0.00%  | 0.00%      | 0.00%                           | 0.00%  |                        |
| N                                                     |                 |                                             |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |        |            |                                 |        |                        |
| T                                                     |                 | %                                           | %                      | %                       | %                       | %                      | %                 | %                 | %                 | %                        | %               | %                     | %               | %      | %          | %                               | %      |                        |
| N                                                     |                 |                                             |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |        |            |                                 |        |                        |
| T                                                     |                 | %                                           | %                      | %                       | %                       | %                      | %                 | %                 | %                 | %                        | %               | %                     | %               | %      | %          | %                               | %      |                        |
| N                                                     |                 |                                             |                        |                         |                         |                        |                   |                   |                   |                          |                 |                       |                 |        |            |                                 |        |                        |
| T                                                     |                 | %                                           | %                      | %                       | %                       | %                      | %                 | %                 | %                 | %                        | %               | %                     | %               | %      | %          | %                               | %      |                        |
| Subtotal Page 7                                       | 157,498         | 1,048                                       | 13,530                 | 0                       | 1,333                   | 15,544                 | 7,412             | 19,398            | 8,894             | 16,891                   | 0               | 7,710                 | 60,139          |        |            |                                 |        |                        |

For Positions Used as In-Kind, note with (\*) after their name  
 (a) Check box if A.A.S. and/or responsible for nutrition program oversight and/or operations.  
 (b) This column indicates Area Plus Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.  
 (c) Other Funding Source Codes

|                              |                          | Other Funding Source Codes |           |
|------------------------------|--------------------------|----------------------------|-----------|
| 1) Title VII                 | 5) CSI                   |                            |           |
| 2) Title V                   | 6) State Respite Program |                            |           |
| 3) NY Connects Expansion/BIP | 10) HHC/AP               |                            |           |
| 4) Title III-D               | 7) State LTCOP           |                            |           |
|                              | 8) RSVP                  |                            |           |
|                              | 11) NY Connects/ADMC     |                            |           |
|                              | 12) Transportation       |                            |           |
|                              | 13) County Funds         |                            |           |
|                              | 14) MUPA                 |                            |           |
|                              | 15) M/A                  |                            |           |
|                              | 16) VA                   |                            |           |
|                              | 17) Managed Care         |                            |           |
|                              | 18) Direct Care Worker   |                            |           |
|                              | 19) Sr Network Health    |                            |           |
|                              | 20)                      |                            |           |
| GRAND TOTAL                  |                          | 1,971,447                  | 86,188    |
|                              |                          | 9,051                      | 95,725    |
|                              |                          | 24,403                     | 63,330    |
|                              |                          | 38,427                     | 231,799   |
|                              |                          | 38,328                     | 124,757   |
|                              |                          | 16,766                     | 77,755    |
|                              |                          |                            | 1,164,914 |







For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

| Contract Roster                                                                                                                                                                                                                                                                                                        |                                                               |                                                          |                                                          |                                                          |                                                              |                                                               |                                                               |                                                          |                                                          |                                                           |                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------|
| Name:                                                                                                                                                                                                                                                                                                                  | III-B                                                         | III-C1                                                   | III-C2                                                   | III-D                                                    | III-E                                                        | EISEP                                                         | CSE                                                           | CSI                                                      | WIN                                                      | OTHER                                                     | TOTAL                                                          |
| Name: American Medical Alert d/b/a Tunstall Americas<br>Contractor Code: 30052<br>E-Mail Address: dan.cusworth@tunstall.com<br>MWBE:<br>Rural Contractor:<br>Number of contracts, (State & Federal), with this contractor:<br>Contractor Type: Not-Fur-Profit<br>Contract is:<br>Active:<br>New:<br>RD:<br>Consultant: | \$0<br>Services to be provided: 1<br>(Must be completed)      | \$0<br>Services to be provided: 2<br>(Must be completed) | \$0<br>Services to be provided: 3<br>(Must be completed) | \$0<br>Services to be provided: 4<br>(Must be completed) | \$1,500<br>Services to be provided: 5<br>(Must be completed) | \$42,500<br>Services to be provided: 6<br>(Must be completed) | \$0<br>Services to be provided: 7<br>(Must be completed)      | \$0<br>Services to be provided: 8<br>(Must be completed) | \$0<br>Services to be provided: 9<br>(Must be completed) | \$0<br>Services to be provided: 10<br>(Must be completed) | \$44,000<br>Services to be provided: 11<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?                                                                                                                                                                                           |                                                               |                                                          |                                                          |                                                          |                                                              |                                                               |                                                               |                                                          |                                                          |                                                           |                                                                |
| Name: Ava Dorfman Sr Ck Center<br>Contractor Code: 30013<br>E-Mail Address: dayprogram@avadorfmancenter.com<br>MWBE:<br>Rural Contractor:<br>Number of contracts, (State & Federal), with this contractor:<br>Contractor Type: Not-Fur-Profit<br>Contract is:<br>Active:<br>New:<br>RD:<br>Consultant:                 | \$0<br>Services to be provided: 1<br>(Must be completed)      | \$0<br>Services to be provided: 2<br>(Must be completed) | \$0<br>Services to be provided: 3<br>(Must be completed) | \$0<br>Services to be provided: 4<br>(Must be completed) | \$0<br>Services to be provided: 5<br>(Must be completed)     | \$0<br>Services to be provided: 6<br>(Must be completed)      | \$58,500<br>Services to be provided: 7<br>(Must be completed) | \$0<br>Services to be provided: 8<br>(Must be completed) | \$0<br>Services to be provided: 9<br>(Must be completed) | \$0<br>Services to be provided: 10<br>(Must be completed) | \$58,500<br>Services to be provided: 11<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?                                                                                                                                                                                           |                                                               |                                                          |                                                          |                                                          |                                                              |                                                               |                                                               |                                                          |                                                          |                                                           |                                                                |
| Name: Bishop, Kathleen<br>Contractor Code: 30069<br>E-Mail Address: kbishop@earthlink.net<br>MWBE:<br>Rural Contractor:<br>Number of contracts, (State & Federal), with this contractor:<br>Contractor Type: Consultant<br>Contract is:<br>Active:<br>New:<br>RD:<br>Consultant:                                       | \$17,010<br>Services to be provided: 1<br>(Must be completed) | \$0<br>Services to be provided: 2<br>(Must be completed) | \$0<br>Services to be provided: 3<br>(Must be completed) | \$0<br>Services to be provided: 4<br>(Must be completed) | \$0<br>Services to be provided: 5<br>(Must be completed)     | \$0<br>Services to be provided: 6<br>(Must be completed)      | \$0<br>Services to be provided: 7<br>(Must be completed)      | \$0<br>Services to be provided: 8<br>(Must be completed) | \$0<br>Services to be provided: 9<br>(Must be completed) | \$0<br>Services to be provided: 10<br>(Must be completed) | \$17,010<br>Services to be provided: 11<br>(Must be completed) |

Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?  Yes  No

|                 |          |           |           |          |           |           |           |             |
|-----------------|----------|-----------|-----------|----------|-----------|-----------|-----------|-------------|
| PAGE 1 SUBTOTAL | \$17,010 | \$0       | \$0       | \$1,500  | \$42,500  | \$58,500  | \$0       | \$119,510   |
| GRAND TOTAL     | \$94,580 | \$315,530 | \$388,197 | \$56,160 | \$579,575 | \$307,000 | \$463,055 | \$2,748,966 |

Other Funding Source Codes

|                              |                           |                          |                  |     |     |
|------------------------------|---------------------------|--------------------------|------------------|-----|-----|
| 1) Title VII                 | 5) CSI                    | 9) State Respite Program | 13) County Funds | 17) | 21) |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HICAP                | 14) MIPPA        | 18) | 22) |
| 3) NY Connects Expansion/BIP | 7) State LTCOP            | 11) NY Connects/ADRC     | 15)              | 19) | 23) |
| 4) Title III-D               | 8) RSVP                   | 12) Transportation       | 16)              | 20) | 24) |

For each contract:  
 o Check if contract is active  
 o Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

| Contract Roster                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| III-B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | III-C1                                            | III-C2                                            | III-D                                             | III-E                                             | EISEP                                             | CSE                                               | CSI                                               | WIN                                               | OTHER                                             | TOTAL                                             |
| Services to be provided: #<br>(Must be completed)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Services to be provided: #<br>(Must be completed) | Services to be provided: #<br>(Must be completed) | Services to be provided: #<br>(Must be completed) | Services to be provided: #<br>(Must be completed) | Services to be provided: #<br>(Must be completed) | Services to be provided: #<br>(Must be completed) | Services to be provided: #<br>(Must be completed) | Services to be provided: #<br>(Must be completed) | Services to be provided: #<br>(Must be completed) | Services to be provided: #<br>(Must be completed) |
| Name: Caregivers dha Homecare<br>Contractor Code: 30001<br>E-Mail Address: jhuth@caregivershomecare.com<br>MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: For Profit<br>Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                       |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0                                               | \$0                                               | \$0                                               | \$1,000                                           | \$108,425                                         | \$0                                               | \$0                                               | \$0                                               | \$0                                               | \$109,425                                         |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?<br>Name: Darman, Pamela G. RD/MPS<br>Contractor Code: 30033<br>E-Mail Address: pdarman@yahoo.com<br>MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: Consultant<br>Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$12,217                                          | \$8,172                                           | \$0                                               | \$0                                               | \$0                                               | \$0                                               | \$0                                               | \$8,916                                           | \$585                                             | \$29,890                                          |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?<br>Name: Family Home Care<br>Contractor Code: 30002<br>E-Mail Address: rc6824@aol.com<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: For Profit<br>Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No            |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0                                               | \$0                                               | \$0                                               | \$0                                               | \$97,000                                          | \$0                                               | \$0                                               | \$0                                               | \$0                                               | \$97,000                                          |

Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?  Yes  No

|                 |          |           |           |      |          |           |           |      |           |             |
|-----------------|----------|-----------|-----------|------|----------|-----------|-----------|------|-----------|-------------|
| PAGE 2 SUBTOTAL | \$ 0     | \$12,217  | \$8,172   | \$ 0 | \$1,000  | \$205,425 | \$ 0      | \$ 0 | \$ 585    | \$236,315   |
| GRAND TOTAL     | \$94,580 | \$315,530 | \$388,197 | \$ 0 | \$56,160 | \$579,575 | \$307,000 | \$ 0 | \$463,055 | \$2,748,966 |

Other Funding Source Codes

|                              |                           |                          |                  |     |     |
|------------------------------|---------------------------|--------------------------|------------------|-----|-----|
| 1) Title VII                 | 5) CSI                    | 9) State Respite Program | 13) County Funds | 17) | 21) |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HICAP                | 14) MIPPA        | 18) | 22) |
| 3) NY Connects Expansion/BIP | 7) State LTCOP            | 11) NY Connects/ADRC     | 15)              | 19) | 23) |
| 4) Title III-D               | 8) RSVP                   | 12) Transportation       | 16)              | 20) | 24) |

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

| Contract Roster                                                                                                                                                                                                                                                                       |                                                               |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                           |                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?                                                                                                                                                          |                                                               |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                           |                                                               |
|                                                                                                                                                                                                                                                                                       | III-B                                                         | III-C1                                                   | III-C2                                                   | III-D                                                    | III-E                                                    | EISEP                                                    | CSE                                                      | CSI                                                      | WIN                                                      | OTHER                                                     | TOTAL                                                         |
| Name: Giruzzi, Joseph, Esq.<br>Contractor Code: 30051<br>E-Mail Address: joe@giruzzilaw.com<br>MWBE:<br>Rural Contractor:<br>Number of contracts, (State & Federal), with this contractor:<br>Contractor Type: Consultant<br>Contract is:<br>Active:<br>New:<br>RD:<br>Consultant:    | \$12,500<br>Services to be provided: 1<br>(Must be completed) | \$0<br>Services to be provided: 2<br>(Must be completed) | \$0<br>Services to be provided: 3<br>(Must be completed) | \$0<br>Services to be provided: 4<br>(Must be completed) | \$0<br>Services to be provided: 5<br>(Must be completed) | \$0<br>Services to be provided: 6<br>(Must be completed) | \$0<br>Services to be provided: 7<br>(Must be completed) | \$0<br>Services to be provided: 8<br>(Must be completed) | \$0<br>Services to be provided: 9<br>(Must be completed) | \$0<br>Services to be provided: 10<br>(Must be completed) | \$12,500<br>Services to be provided: 1<br>(Must be completed) |
| Name: Koniewicz-Everett, Susan<br>Contractor Code: 30076<br>E-Mail Address: skverett@gmail.com<br>MWBE:<br>Rural Contractor:<br>Number of contracts, (State & Federal), with this contractor:<br>Contractor Type: Consultant<br>Contract is:<br>Active:<br>New:<br>RD:<br>Consultant: | \$2,000<br>Services to be provided: 1<br>(Must be completed)  | \$0<br>Services to be provided: 2<br>(Must be completed) | \$0<br>Services to be provided: 3<br>(Must be completed) | \$0<br>Services to be provided: 4<br>(Must be completed) | \$0<br>Services to be provided: 5<br>(Must be completed) | \$0<br>Services to be provided: 6<br>(Must be completed) | \$0<br>Services to be provided: 7<br>(Must be completed) | \$0<br>Services to be provided: 8<br>(Must be completed) | \$0<br>Services to be provided: 9<br>(Must be completed) | \$0<br>Services to be provided: 10<br>(Must be completed) | \$2,000<br>Services to be provided: 1<br>(Must be completed)  |
| Name: Lead Aid Society<br>Contractor Code: 30020<br>E-Mail Address: pupia@wnyk.com<br>MWBE:<br>Rural Contractor:<br>Number of contracts, (State & Federal), with this contractor:<br>Contractor Type: Not-For-Profit<br>Contract is:<br>Active:<br>New:<br>RD:<br>Consultant:         | \$12,500<br>Services to be provided: 1<br>(Must be completed) | \$0<br>Services to be provided: 2<br>(Must be completed) | \$0<br>Services to be provided: 3<br>(Must be completed) | \$0<br>Services to be provided: 4<br>(Must be completed) | \$0<br>Services to be provided: 5<br>(Must be completed) | \$0<br>Services to be provided: 6<br>(Must be completed) | \$0<br>Services to be provided: 7<br>(Must be completed) | \$0<br>Services to be provided: 8<br>(Must be completed) | \$0<br>Services to be provided: 9<br>(Must be completed) | \$0<br>Services to be provided: 10<br>(Must be completed) | \$12,500<br>Services to be provided: 1<br>(Must be completed) |









For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

**Contract Roster**

| Inc Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | III-B                                                         | III-C1                                                       | III-C2                                                       | III-D                                                    | III-E                                                         | EISEP                                                         | CSE                                                           | CSI                                                      | WIN                                                      | OTHER                                                         | TOTAL                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------|
| Name: North Utica Senior Citizens Recreation Center,<br>Contractor Code: 30045<br>E-Mail Address: yvonnecodluskusky@yahoo.com<br>MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: [2]<br>Contractor Type: Not-For-Profit<br>Contract is:<br>Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$22,320<br>Services to be provided: 1<br>(Must be completed) | \$0<br>Services to be provided: 6<br>(Must be completed)     | \$0<br>Services to be provided: 8<br>(Must be completed)     | \$0<br>Services to be provided: 8<br>(Must be completed) | \$26,000<br>Services to be provided: 4<br>(Must be completed) | \$55,000<br>Services to be provided: 4<br>(Must be completed) | \$0<br>Services to be provided: 8<br>(Must be completed)      | \$0<br>Services to be provided: 8<br>(Must be completed) | \$0<br>Services to be provided: 8<br>(Must be completed) | \$81,905<br>Services to be provided: 2<br>(Must be completed) | \$185,225<br>Services to be provided: 8<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                               |                                                              |                                                              |                                                          |                                                               |                                                               |                                                               |                                                          |                                                          |                                                               |                                                                |
| Name: Oneida County Office of Workforce Development<br>Contractor Code: 30004<br>E-Mail Address: dimathie@ocgov.net<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: [1]<br>Contractor Type: Other Govt<br>Contract is:<br>Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No               | \$0<br>Services to be provided: 8<br>(Must be completed)      | \$0<br>Services to be provided: 6<br>(Must be completed)     | \$0<br>Services to be provided: 8<br>(Must be completed)     | \$0<br>Services to be provided: 8<br>(Must be completed) | \$0<br>Services to be provided: 8<br>(Must be completed)      | \$0<br>Services to be provided: 8<br>(Must be completed)      | \$0<br>Services to be provided: 8<br>(Must be completed)      | \$0<br>Services to be provided: 8<br>(Must be completed) | \$0<br>Services to be provided: 8<br>(Must be completed) | \$50,000<br>Services to be provided: 2<br>(Must be completed) | \$50,000<br>Services to be provided: 8<br>(Must be completed)  |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                               |                                                              |                                                              |                                                          |                                                               |                                                               |                                                               |                                                          |                                                          |                                                               |                                                                |
| Name: Parkway Senior Center<br>Contractor Code: 30030<br>E-Mail Address: kwalters@psc-utica.com<br>MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: [4]<br>Contractor Type: Not-For-Profit<br>Contract is:<br>Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                               | \$27,250<br>Services to be provided: 4<br>(Must be completed) | \$1,000<br>Services to be provided: 1<br>(Must be completed) | \$1,000<br>Services to be provided: 1<br>(Must be completed) | \$0<br>Services to be provided: 8<br>(Must be completed) | \$3,750<br>Services to be provided: 1<br>(Must be completed)  | \$0<br>Services to be provided: 8<br>(Must be completed)      | \$11,500<br>Services to be provided: 2<br>(Must be completed) | \$0<br>Services to be provided: 8<br>(Must be completed) | \$0<br>Services to be provided: 8<br>(Must be completed) | \$21,500<br>Services to be provided: 2<br>(Must be completed) | \$66,000<br>Services to be provided: 8<br>(Must be completed)  |

Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?  Yes  No

|                 |          |           |           |          |           |           |     |           |             |
|-----------------|----------|-----------|-----------|----------|-----------|-----------|-----|-----------|-------------|
| PAGE 5 SUBTOTAL | \$49,570 | \$1,000   | \$1,000   | \$29,750 | \$55,000  | \$11,500  | \$0 | \$153,405 | \$301,225   |
| GRAND TOTAL     | \$94,580 | \$315,530 | \$388,197 | \$56,160 | \$579,575 | \$307,000 | \$0 | \$544,869 | \$2,748,966 |

Other Funding Sources Codes

|                              |                           |                          |                  |
|------------------------------|---------------------------|--------------------------|------------------|
| 1) Title VII                 | 5) CSI                    | 9) State Respite Program | 13) County Funds |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HICAP                | 14) MIPPA        |
| 3) NY Connects Expansion/BIP | 7) State LTCOP            | 11) NY Connects/ADRC     | 15)              |
| 4) Title III-D               | 8) RSVP                   | 12) Transportation       | 16)              |
|                              |                           |                          | 17)              |
|                              |                           |                          | 18)              |
|                              |                           |                          | 19)              |
|                              |                           |                          | 20)              |
|                              |                           |                          | 21)              |
|                              |                           |                          | 22)              |
|                              |                           |                          | 23)              |
|                              |                           |                          | 24)              |



Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?  Yes  No

|                 |          |           |           |          |           |           |      |           |           |             |
|-----------------|----------|-----------|-----------|----------|-----------|-----------|------|-----------|-----------|-------------|
| PAGE 6 SUBTOTAL | \$1,000  | \$1,000   | \$ 500    | \$3,750  | \$2,250   | \$164,500 | \$ 0 | \$ 475    | \$6,025   | \$179,500   |
| GRAND TOTAL     | \$94,580 | \$315,530 | \$388,197 | \$56,160 | \$579,575 | \$307,000 | \$ 0 | \$463,055 | \$544,869 | \$2,748,966 |

Other Funding Source Codes

|                              |                          |                  |     |     |
|------------------------------|--------------------------|------------------|-----|-----|
| 1) Title VII                 | 5) CSI                   | 13) County Funds | 17) | 21) |
| 2) Title V                   | 9) State Respite Program | 14) MIPPA        | 18) | 22) |
| 3) NY Connects Expansion/BIP | 10) HIICAP               | 15)              | 19) | 23) |
| 4) Title III-D               | 11) NY Connects/ADRC     | 16)              | 20) | 24) |
|                              | 12) Transportation       |                  |     |     |

For each contract:  
 o Check if contract is active  
 o Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

| Contract Roster                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |           |       |          |          |          |     |           |           |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-------|----------|----------|----------|-----|-----------|-----------|-------------|
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |           |       |          |          |          |     |           |           |             |
| III-B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | III-C1    | III-C2    | III-D | III-E    | EISEP    | CSE      | CSI | WIN       | OTHER     | TOTAL       |
| Name: Response 4 Help<br>Contractor Code: 30059<br>E-Mail Address: info@response4help.com<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: III<br>Contractor Type: Not-Fee-For-Profit<br>Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                |           |           |       |          |          |          |     |           |           |             |
| \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$0       | \$0       | \$0   | \$1,000  | \$41,000 | \$0      | \$0 | \$0       | \$0       | \$42,000    |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?<br>Name: Sirin Health Care Center<br>Contractor Code: 30079<br>E-Mail Address: jferlic@SITRIN.com<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: I<br>Contractor Type:<br>Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                 |           |           |       |          |          |          |     |           |           |             |
| \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$0       | \$0       | \$0   | \$0      | \$0      | \$25,000 | \$0 | \$0       | \$0       | \$25,000    |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?<br>Name: Trinity Services Group, Inc<br>Contractor Code: 30078<br>E-Mail Address: Careers@TrinityServicesGroup.com<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: I<br>Contractor Type: Not-For-Profit<br>Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |           |           |       |          |          |          |     |           |           |             |
| \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$301,313 | \$378,525 | \$0   | \$13,598 | \$0      | \$0      | \$0 | \$453,664 | \$384,854 | \$1,531,954 |

Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?  Yes  No

|                 |          |           |           |     |          |           |           |     |           |           |             |
|-----------------|----------|-----------|-----------|-----|----------|-----------|-----------|-----|-----------|-----------|-------------|
| PAGE 7 SUBTOTAL | \$0      | \$301,313 | \$378,325 | \$0 | \$14,998 | \$41,000  | \$25,000  | \$0 | \$453,664 | \$384,854 | \$1,598,954 |
| GRAND TOTAL     | \$94,580 | \$315,530 | \$388,197 | \$0 | \$56,160 | \$579,575 | \$307,000 | \$0 | \$463,035 | \$544,869 | \$2,748,966 |

Other Funding Source Codes

|                              |                           |                  |         |
|------------------------------|---------------------------|------------------|---------|
| 1) Title VII                 | 5) CSI                    | 13) County Funds | 17) 21) |
| 2) Title V                   | 6) State Caregivers (CRC) | 14) MIPPA        | 18) 22) |
| 3) NY Connects Expansion/BIP | 7) State LTCOP            | 15) 19)          | 23)     |
| 4) Title III-D               | 8) RSVF                   | 16) 20)          | 24)     |
|                              | 9) State Respite Program  |                  |         |
|                              | 10) HHCAP                 |                  |         |
|                              | 11) NY Connects/ADRC      |                  |         |
|                              | 12) Transportation        |                  |         |



|             |          |           |           |     |          |           |           |     |           |           |             |
|-------------|----------|-----------|-----------|-----|----------|-----------|-----------|-----|-----------|-----------|-------------|
| GRAND TOTAL | \$94,380 | \$315,530 | \$388,197 | \$0 | \$56,160 | \$579,575 | \$307,000 | \$0 | \$463,055 | \$544,869 | \$2,748,966 |
|-------------|----------|-----------|-----------|-----|----------|-----------|-----------|-----|-----------|-----------|-------------|

Other Funding Source Codes

|                              |                           |                          |                  |     |     |
|------------------------------|---------------------------|--------------------------|------------------|-----|-----|
| 1) Title VI                  | 5) CSI                    | 9) State Respite Program | 13) County Funds | 17) | 21) |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HICAP                | 14) MIPPA        | 18) | 22) |
| 3) NY Connects Expansion/BIP | 7) State LTCOP            | 11) NY Connects/ADRC     | 15)              | 19) | 23) |
| 4) Title III-D               | 8) RSVP                   | 12) Transportation       | 16)              | 20) | 24) |



**ATTACHMENT CHECK LIST**

Check [√] attachments included with this Plan.

Forms are provided for Attachments B, C, D, E, and F.

*Note: Letters of comment received on the expected impact of (and agency relationships under) CSE Projects and EISEP from local Departments of Social Services, Health, Mental Health and any other county and City of New York agencies and CASA-type agencies, must be maintained on file locally for State Office review.*

[√] **ATTACHMENT A:** Standard Assurances - The AAA Director has reviewed the Standard Assurances.

**Note:** The general certification and approval for the Standard Assurances is now included on the **PLAN REVIEW AND APPROVAL** page.

[√] **ATTACHMENT B:** Priority Services Expenditure Report

This report **must** be completed and returned by **each** AAA.

[√] **ATTACHMENT C:** Summary of **major changes** and/or justification for **new direct services**

This **must** be completed and returned by **each** AAA.

[√] **ATTACHMENT D:** Justification for excess Title III Carryover and Title III Transfers

[√] **ATTACHMENT E:** Fringe Benefit Policy/Travel Reimbursement Policy  
Adjustments to Personnel Roster and Rent Allocation Schedule

[√] **ATTACHMENT F:** Volunteers Used as Match

4/01/16 - 3/31/17

**ATTACHMENT B**

**PRIORITY SERVICES EXPENDITURE REPORT**

Instructions: Using actual expenditures for the period, October 1, 2014- September 30, 2015, submit this completed and certified report with the 2016-20 Plan. Area Agencies may use their CAARS reports to assist with completing this page.

Since AAA CAARS reports are completed on an accrual basis, they may not reflect the actual expenditures incurred during the most recent federal fiscal year. If the Attachment B expenditure report indicates that the AAA has not complied with the minimum required Priority Services percentages, the AAA should review their actual expenditures based on contractor claims or direct AAA costs associated with service category(ies) in order to complete the report below.

Column A: Include Title III-B expenditures (services dollars only - Federal, Non-Federal and Income) for:

- Row 1. **Access:** transportation, outreach, information and assistance, case management
- Row 2. **In-home:** personal care level I, personal care level II, home health aide, consumer directed in-home services, in-home contact & support, caregiver services
- Row 3. **Legal:** legal advice & representation by an attorney (including, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older adults with economic or social needs. (Also see 94-PI-52, 12/29/94.)
- Row 4. **All Other Services:** necessary to sum total services dollars expended.
- Row 5. **Subtotal:** all services dollars expended.
- Row 6. **Over Match:** must be removed from total.
- Row 7. **Total:** [T] should indicate all Title III-B services dollars with required match only. Be sure to subtract any over match.

Column B: To calculate the percentage of each Priority Service in Column A, divide each Priority Service Expenditure, on Column A by the total [T] Expenditure in Column A, Line 7.

**If the percentage in Column B meets the minimum required percentage STOP do not continue.**

If it does not, then continue in Column C. Include only the required amount from CSE and/or WIN expenditures required to meet the Percentage in each of the Priority Services areas. (See instructions in Guide on how to calculate the minimum percentage amounts.)

**Notes:**

[S] Include WIN dollars for Access only.

[H] Includes CSE dollars for Home Health Aide, In-Home Contact & Support and Caregiver Services only.

Column D: add Columns A and C for Lines 1, 2 & 3.

Column E: calculate the percentage of each Priority Service separately. For each priority service divide dollars for the combined III-B and CSE/WIN amounts (Column D) by the sum of the III-B total [T] in Column A, Line 7, plus the Priority Service's amount in Column C.

|  | IIIB-Services Expenditures | Percent (A)/[T] | CSE (& WIN for Access) | Services Combined Total (A) + (C) | Percent (D)/{[T]+(C)} |
|--|----------------------------|-----------------|------------------------|-----------------------------------|-----------------------|
|  | 233179.00                  | 88.88           | 0.00 [S]               | 233179.00                         | 88.88                 |
|  | 0.00                       | 0.00            | 8115.00 [H]            | 8115.00                           | 3.00                  |
|  | 29168.00                   | 11.12           | 0.00                   | 29168.00                          | 11.12                 |
|  | 0.00                       |                 |                        |                                   |                       |
|  | 262347.00                  |                 |                        |                                   |                       |
|  | 0.00                       |                 |                        |                                   |                       |
|  | 262347.00 [T]              |                 |                        |                                   |                       |

If for one or more of the Priority Services categories the amount specified in column D is less than the Minimum Required Percentage, for each such category provide an explanation of the reason for the shortfall in expenditures and describe the strategies and steps that the AAA is implementing to assure that it will satisfy the requirement for the forthcoming plan year.

**Priority Services shortfall in expenditures**

No site changes have been entered.

## ATTACHMENT C

### Program Design Modifications

All AAAs should carefully review this form and the Guide for Completion.

#### PURPOSE

All AAAs must complete Attachment C. Attachment C is intended for the AAA to alert and obtain approval from NYSOFA regarding: Major Changes; New Direct Services; New Activities; Plans for Multipurpose Senior Centers that are not included in the previous program period; and/or any changes that are being planned for periods covered by future Plans (e.g. an RFP to be held in SFY 2016-2017 that will result in a major change in services or providers in SFY 2017-2018).

Every AAA must complete the Certification Section of Attachment C whether or not any changes are anticipated.

Please be advised that program design modifications identified in Attachment C must be approved by NYSOFA before any expenditures can be obligated for such plans.

#### DEFINITIONS

**Program Design Modification:** Refers to a Major Change, New Direct Service or New Activity.

**Major Change(s):** Refers to a proposed change(s) in program design for SFY 2016-2017 from what NYSOFA has approved in the previous program period that will significantly impact older adults. It also refers to any planned change(s) for periods covered by future Plans that will have a significant impact on service delivery to older adults.

**Significant Impact:** The criteria for determining Significant Impact include:

1. The discontinuance of any service, or
2. Major changes in:
  - service location;
  - access to services;
  - service providers;
  - types of services being offered;
  - the manner in which services are provided;
  - service levels (changes of more than 20% in units or expenditures for any specific service); and
  - changes in administrative operations (e.g. a re-organization, a consolidation).

Please refer to the *Guide for Completion* for examples of "Major Changes" and situations which are exempt from inclusion in this attachment.

**New Direct Service:** Refers to any service to be provided by the AAA directly (as opposed to being provided by a contractor) that has not been provided by the AAA.

**New Activity:** Refers to: Any new service or program

**ATTACHMENT C**

**PROGRAM DESIGN MODIFICATIONS**

Service: CASMG

Fund(s): III-B,EISEP,CSE,HIICAP,NY Connects,Other Funds

Type: Services or Program

Affects current year: Yes

Affects future year: Yes

Current Year Effects: The Oneida County Office for the Aging/Continuing Care plans to change the provision of case management services from subcontracted to directly provided. The purpose of this significant change is become compliant with the Affordable Care Act. Office for the Aging director was advised by the Oneida County Legal Department the functions performed by the contractor must be provided by an Oneida County employee. This change will result in the addition of (29) full time positions and (3) part time position created in the Oneida County Office for the Aging/Continuing Care's departmental personnel roster along with the corresponding budgetary adjustments. This action will also result in the cancellation of the purchases of services agreement with the North Utica Community Center, Inc. effective March 31, 2016. Positions with the title of Aging Services Aide; and Case Manager which have already been in existence have been added to the department's personnel roster. Positions with the title Aging Services Coordinator; Aging Services Supervisor; and Aging Services Administrator have been newly created and added to the department's personnel roster. The Director, administrative staff, and supervisors began this process after advisement from the Commissioner of Personal and Oneida County Law Department in November 2015. Several weeks of coordination with the North Utica Community Center's Executive Director, County Executive's office, Legal Staff, and Personnel Commissioner have occurred in order to implement the transition of the case management/Aging Services contract to Oneida County positions and employees. The transition of contracted staff and services will be completed by April 1, 2016

Future Year Effects:

**ATTACHMENT C**

**CERTIFICATION**

**One of the certifications below must be checked.**

1) The AAA certifies that there are no planned program design modifications beyond those specified in this Attachment C that may occur during the 2016-2017 Program Year or a Future Program Year and that: If any change to its programs or services does occur during the 2016-17 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year if so directed by the State Office for the Aging.

**OR**

2) The AAA certifies that it is not making any program design modifications in this Attachment C and that: If any change to its programs or services does occur during the 2016-17 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year if so directed by the State Office for the Aging.

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**ADVISORY COUNCIL REVIEW AND COMMENT**

The AAA certifies that it has submitted the program design modifications contained in this Attachment C to its advisory council for review and comment as required under Title III, Part 45, Section 1321(c) of the Older Americans Act Regulations.

**MULTIPURPOSE SENIOR CENTERS**

Please describe any multipurpose senior centers that will be acquired and/or constructed using Title III-B funds for the 4/1/2016 – 3/31/2017 AIP period or future program periods in the text box provided:

**ATTACHMENT D**

**Justification for Title III Carryovers and Title III Transfers**

**Transfers:** Provide justification for any transfer of funds within and among Title III programs. Transfers are limited to no more than 30% between Titles III-B and III-C and no more than 40% between Titles III-C-1 and III-C-2. Transfers are not allowed for Titles III-D or III-E.

A transfer of 35%, \$125,785 from title III-C1 to III-C2.

**Carryovers:** (Reference 88-PI-17, 3/24/88)

Titles III-B, III-C and Title III-E: Provide justification for carryover amounts in excess of 7.5%.

Title III-D: Provide justification for carryover amounts in excess of 25%.

**Targeting:** Describe how excess carryover funds will be used for targeting (Reference 12-PI-08, 7/17/12) those unserved and underserved older adults individuals in greatest social or economic need, particularly those who are low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, frail, and persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.). For example, the following activities represent possible efforts to improve achievement of targeting goals: provision of linguistic interpretation services to persons with limited English proficiency or deaf persons, translation of informational materials for persons with limited English proficiency or development of Braille and audio materials for persons who are visually impaired, etc. Where the AAA targeting goals have not been met and the AAA will not use carryover funds for additional or expanded targeting efforts, please provide a justification including a description of the specific activities implemented by the AAA to meet targeting goals and outcomes.

**ATTACHMENT E**

**Fringe Benefits and Travel Reimbursement Policies**

**Fringe Benefits Policy:** A complete copy of the AAA's (or sponsor's) Fringe Benefit Policy must be submitted with the **Four Year Plan**. Include below the current fringe benefit rate for employees. Describe any changes from the 2012-2016 Fringe Benefit policy submitted with the 2012-16 Four Year Plan and submit a complete copy of the 2016 Fringe Benefit Policy. If the composite fringe benefit percentage for an individual program exceeds the average fringe benefit percentage included below- by more than 15%- the reason for the deviation(s) **must** be explained below.

2016-2017 Fringe Benefit Rate: 0.00%

**Travel Reimbursement Policy:** A complete copy of the AAA's (or sponsor's) Travel Reimbursement Policy must be submitted with the **Four Year Plan**. Describe below any changes from the 2012-2016 Travel Reimbursement Policy submitted with the 2012-2016 Four Year Plan and submit a complete copy of the 2016 Travel Reimbursement Policy.

Purpose: The following criteria are used to record and submit claims for mileage reimbursement by field staff: 1. Field logs (daily work plan) must be submitted to supervisor or alternate supervisor if immediate supervisor is unavailable, reviewed, and filed in field log. a) Provide supervisor with original for review and sign off. b) Supervisor returns original to case manager. c) Supervisor makes a copy and files into field log notebook prior to noon each day. d) Case Manager will keep the original to add mileage calculation and to submit with mileage claim. 2. County employees shall submit mileage claims with field logs (daily work plan) prior to the 10th of the following month. a) Mileage claims are submitted directly to the immediate supervisor. 3. Subcontractor employees shall submit their Travel Expense Statement with field logs (daily work plan) prior to the 10th of the following month. a) Mileage claims are submitted directly to the immediate supervisor. 4. Mileage reimbursement is allowable for the following department related business: a) To client home visits from the office. b) From the client's home visit to the next home visit. c) Returning to the office from a client's home visit. d) To and from assigned site visits.

**Personnel Roster and Rent Allocation Schedule Adjustment:** Describe below any adjustments included in the adjustment line of the summary budgets for personnel costs, or the adjustment line of the supporting budget schedules for rental costs.



