

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION

August 8, 2012

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2012-306	... Ways & Means	
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2012-315	... Health & Human Services, Ways & Means	
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2012-319	... Health & Human Services, Ways & Means	
2012-320	... Health & Human Services, Ways & Means	
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2012-323	... Health & Human Services, Ways & Means	
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ONEIDA COUNTY BOARD OF LEGISLATORS

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Frank D. Tallarino
Minority Leader

August 3, 2012

Chairman Gerald J. Fiorini
Board of Legislators
800 Park Ave.
Utica, NY 13501

FN 20 12-306

WAYS & MEANS

Dear Chairman Fiorini,

Effective August 12, 2009, the New York State Comptroller requires all elected and appointed officials who are members of the New York State Retirement System and do not participate in the County's payroll time system to maintain a "Record of Activities" for a period of three months. Following their submission, the Board of Legislators must pass a resolution stating the average days worked per month for each member of the Retirement system (**Note: non-members are not required to participate in the record keeping, nor are they required to be included in the Resolution**). Each member may submit a new "record of Activities" for a different three month period if they feel that the current "Record" is not reflective of their actual time worked.

The outcome of each members "Record of Activities" will be the major factor in the calculation to determine each member's annual service credit. That calculation is the responsibility of the New York State Comptroller's Office. The "Record of Activities" log book must be kept on file in the Clerk of the Board's Office for a period of ten (10) years following approval of the resolution. Furthermore, as newly elected officials become members of the retirement system, or if current elected officials join the system, they will be required to maintain a "Record of Activities" log for a period of three months. Once an individual completes their "Record of Activities," they will not be required to maintain a new one at the beginning of their next term of office.

This requirement also includes appointed employees. If these employees participate in the payroll time keeping system, they are not required to keep a "Record of Activities" log, but they must be included in the resolution. It may be necessary to pass an annual resolution listing these employees as new terms of employment begin.

I therefore respectfully request that the Board of Legislators approve a resolution establishing the standard work day and reporting days for the New York State and Local Employees Retirement System for certain county officials whose term began January 1, 2012 at the September 12, 2012 meeting. I will provide the resolution as soon as all calculations are completed. Thank you in advance.

Sincerely,

Mikale P. Billard
Clerk of the Board

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Gas. Ann. Conestano

Ann. [Signature]

Quinn Wood

Paul R. Paparella

~~Mont. Blunt~~

~~Gerald [Signature]~~
Norm Leach

Bin Mandyl

Brian D. Miller

~~Patricia Brennan~~

Joni Drafusi

Edna P. Welch

Ronald Townsend

[Signature]

Bob Koster

& Peter Casare

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 29 members of the Oneida County Board of Legislators.

DATED: 7/11/12

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

RECEIVED
JUL 19 2012
Oneida County Executive's Office
Dawn Garcia Cupi
First Assistant

Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
Lacy Redwine

FN 20 17-309
PUBLIC SAFETY

January 17, 2012

WAYS & MEANS

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

RECEIVED
JUL 23 2012

Dear Mr. Picente:

Enclosed please find documents pertaining to the expenses incurred by the Oneida County District Attorney's Office with regard to the investigation and/or prosecution of State of New York inmates.

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

If you have any questions or concerns, please contact my office.

Thank you.

Very truly yours,

Scott D. McNamara
Scott D. McNamara
Oneida County District Attorney

RECEIVED
AUG -3 2012

se

Encs. State Billing 2012 Summary of Cases
State Aid Voucher
Proposed Resolution

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

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

Date 7/23/12

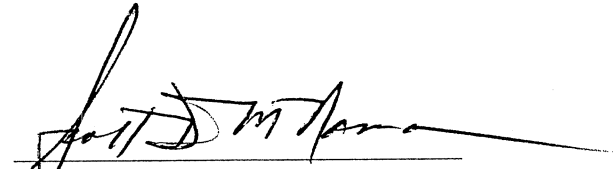
STATE BILLING 2012
SUMMARY OF CASES

INMATE	TOTAL
Dale Barnes	170.28
Albert Croniser	219.40
Luis Diaz	339.17
Kareem Douglas	536.95
Markian Halamay	271.70
Adam Hall	596.86
Shondell L. Hendrix	436.58
Carl Kelly	208.15
Jose Martinez	119.69
Eli Medina	399.70
Heriberto Ortiz	740.01
Nester Rivera	314.96
Tomia Robinson	227.01
Edgar Sanches	350.60
Total	\$4,931.06

Time expended on 07/09/12 by Susan Engesser preparing state billing for reimbursement:
one hour at \$31.41 per hour = \$31.41 plus 49.3% in fringe benefits = \$46.89

Total	\$46.89
Grand Total	\$4,977.95

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



Scott D. McNamara
Oneida County District Attorney

STATE
OF
NEW YORK

STATE AID VOUCHER

Voucher No.

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

6. Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)	Amount	
			Dollars	Cents
		Expenses associated with the investigation and prosecution of alleged crimes committed by inmates of the NYS Correctional Facilities as per attached list.	4,977	95

7. State Aid Program or Applicable Statute:		TOTAL	4,977	95
8. Payee Certification: I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.		Less Receipts		
→ <u>Joseph J. Spens</u> Signature in Ink <u>Comptroller</u> Title <u>Oneida County</u> Name of Municipality		NET	4,977	95
		100% State Aid Claimed		

FOR STATE AGENCY USE ONLY

STATE COMPTROLLER'S PRE-AUDIT

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

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

PROPOSED RESOLUTION

WHEREAS, certain inmates incarcerated in the Central New York Psychiatric Center, Mid-State Correctional Facility, Marcy Correctional Facility and Oneida Correctional Facility, said inmates being in the custody of the New York State Department of Corrections, all institutions being located in the County of Oneida, have been the subject of an investigation and/or prosecution for the commission of various crimes while incarcerated in the aforementioned facilities, and

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

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

WHEREAS, the Oneida County District Attorney has certified to the Board that the expenses associated in the investigation and prosecution of alleged crimes committed by: Dale Barnes, Albert Croniser, Luis Diaz, Kareem Douglas, Markian Halamay, Adam Hall, Shondell Hendrix, Carl Kelley, Jose Martinez, Eli Medina, Heriberto Ortiz, Nester Rivera, Tomia Robinson and Edgar Sanches amount to \$4,977.95, now, therefore,

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



Dan Patrick Sullivan
Assistant Pistol Licensing Officer

OFFICE OF PISTOL LICENSING

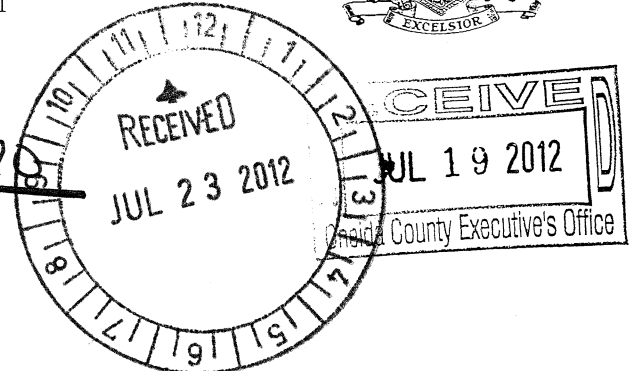
Oneida County Office Building
800 Park Avenue • Utica, New York 13501
E-mail: dsullivan@ocgov.net
Phone: (315) 798-5821
Fax: (315) 731-3430



July 16, 2012

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

**PUBLIC SAFETY
WAYS & MEANS**



FN 20 12 - 319

Dear Mr. Picente:

The Department of Buildings and Grounds has notified my Department, Pistol Permits, that there will not be enough money in the current capital project to buy all the new file cabinets I anticipate I will need. The Pistol Permit Department has been very busy and proactive in getting all the guns in Oneida County licensed. As a result it is necessary to have the additional file cabinets to store the additional records.

Fortunately, with the increased activity in the Pistol Permit Department there was unanticipated revenue in 2011 and it is expected to happen again in 2012. My department took in an excess of \$15,319 in 2011 and has already collected 93.16% of its anticipated revenue of \$24,000 through June 30, 2012. Since collections have been better than anticipated I would like to use some of the additional funds to buy the much needed file cabinets.

I therefore request your Board's approval for the following 2012 supplemental appropriation:

TO:

AA# A1110.211 - County Courts / Pistol Permits – Office Equipment \$ 8,000.

This supplemental appropriation will be fully supported by unanticipated revenue in:

RA# A2546 - - - Pistol Permits / Amendments..... \$ 8,000.

Respectfully submitted,

Dan Patrick Sullivan
Dan Patrick Sullivan
Asst. License Officer
Oneida County, NY.



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 7/23/12

Attach.

CC: County Attorney
Comptroller
Budget
Pistol Permits

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL
Mark C. Curley, Esq.

CONFIDENTIAL SECRETARY
Patricia A. Potter

SENIOR INVESTIGATOR
James J. Laribee

CONFIDENTIAL INVESTIGATOR
Christian M. Nebush

SPECIAL INVESTIGATOR
Nicholas J. LaBella

Oneida County Public Defender

Criminal Division

250 Boehlert Center at Union Station

321 Main Street

Utica, New York 13501

Telephone: (315) 798-5870 • Fax: (315) 734-0364

e-mail: Pubdef@ocgov.net

Branch Offices

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

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

VIOLENT CRIMES SECTION
Patrick J. Marthage, Esq.
First Assistant Public Defender
David A. Cooke, Esq.
Assistant Public Defender
Paralegal, *Jennifer M. Compo*

MAJOR CRIMES SECTION
First Assistant Public Defenders
Tina L. Hartwell, Esq.
Robert R. Reitinger, Esq.
Assistant Public Defenders
Ray A. Kyles, Esq.
Luke A. Nebush, Esq.
Adam P. Tyksinski, Esq.

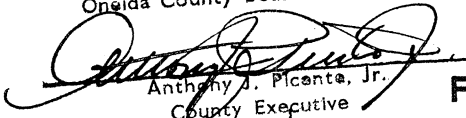
CITY COURTS SECTION
David L. Arthur, Esq. – Rome
First Assistant Public Defender
Assistant Public Defenders
JoAnna R. Feiner, Esq. – Utica
Cory A. Zennamo, Esq. – Utica
Doreen M. St. Thomas, Esq.

PAROLE REVOCATION SECTION
James F. Kehoe, Esq.
First Assistant Public Defender

Tuesday, July 17, 2012

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

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


Anthony J. Picente, Jr.
County Executive

Date 7/18/12

FN 20 12 - 311

**PUBLIC SAFETY
WAYS & MEANS**

Re: Certification of Section 606 Expenses

Javier Baez, Michael Ball, Pamela L. Barnes, Luiz Diaz, Troy T. Daniels, Charles Hatchett, Shondell Hendrix, Michael James, Huber E. Napier, Dennis T. Nelson, Richard L. Riley and Tomia W. Robinson, being inmates of the State of New York

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients,

Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,


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

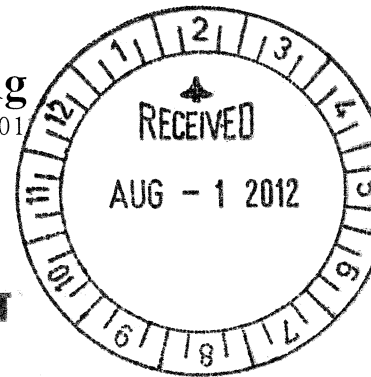


ANOTHONY J. PICENTE, Jr., *County Executive*
JOHN R. KENT, Jr., *Commissioner*

(315) 798-5710
FAX (315) 798-5852
planning@ocgov.net



Oneida County Department of Planning
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501



FN 20 12-312

**ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS**

July 31, 2012

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

Re: FTA Section 5311 Consolidated Grant Assistance

Dear County Executive Picente:

The Federal Transit Administration provides funds to cover up to 50 percent of the operating deficits for public transportation systems providing scheduled mass transit services in the non-urbanized and rural areas of the country. The federal funds are distributed on a bi-annual basis through the Section 5311 Urbanized Areas Formula program which is administered by the New York State Department of Transportation.

The New York State Department of Transportation has approved the Consolidated Grant Application for Federal Section 5311 operating assistance projects. They have announced funding in the amounts of \$93,500 for FY 2011 and \$98,200 for FY 2012 for operating assistance, and funding in the amount of \$330,000 for capital assistance projects.

Oneida County is the sponsor of the rural transportation services in the County provided by Birnie Bus Tours. This amount will be matched with New York State Operating Assistance funds and Birnie Bus Tours own funds, to cover operating expenses. There are no Oneida County funds involved in the Section 5311 application.

In 2011, NYSDOT introduced a new consolidated application which includes both, operating assistance and capital investment grants. Based on replacement schedule and 2011-2015 Transportation Improvement Program, Oneida County should purchase three (3) mid-size light duty replacement buses for public transportation services in rural areas. Projected total costs of this project are \$375,000. The Federal Transit Administration share would be 80% of the total costs of the capital equipment, NYS Department of Transportation share is 10% and the remaining 10% would be paid by the local public transit operator Birnie Bus Tours.

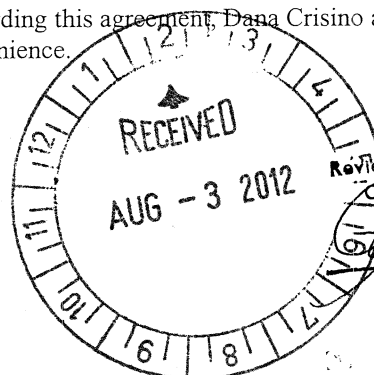
I request that you recommend to the Oneida County Board of Legislators for its consideration and approval the attached resolution authorizing you, as the Oneida County Executive, to sign the agreement.

If you have any question regarding this agreement, Dana Crisino and I would be pleased to discuss this matter with you at your convenience.

Sincerely,

John R. Kent, Jr.

John R. Kent, Jr.
Commissioner



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

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 8/1/12

**INTRODUCTORY
NO.**

F.N. 2012 –

**ONEIDA COUNTY BOARD OF LEGISLATORS
RESOLUTION NO.**

INTRODUCED BY:

2nd BY:

RE: SECTION 5311 GRANT APPLICATIONS & AGREEMENTS

WHEREAS, the County of Oneida has been approved for a grant of funds by the New York State Department of Transportation, pursuant to Section 5311, Title 49, United States Code, for a project described as;

WHEREAS, the County of Oneida and the State of New York are entering into a Agreement which authorizes the undertaking of the Project and payment of the Federal and State Shares for the project;

RESOLVED, that the Oneida County Executive is authorized to sign: 1) Any and all Agreements between the County of Oneida and the State of New York for the above named Project; 2) Any and all Agreements between the County of Oneida and any third party subcontractors necessary to complete the Project; 3) Any and all Agreements between the County of Oneida and any vendor for the purchase and/or installation of vehicles and/or equipment or facilities; and

FURTHER RESOLVED, that the Oneida County Board of Legislators certifies through this Resolution that the estimated local share of 10% is committed to this Project from the local public transit operator Birnie Bus Tours.

APPROVED: Economic Development & Tourism Committee ()
Ways & Means Committee

DATED:

Adopted by the following vote:

AYES _____ NAYS _____

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

August 2, 2012

FN 20 12-313

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

PUBLIC WORKS

WAYS & MEANS

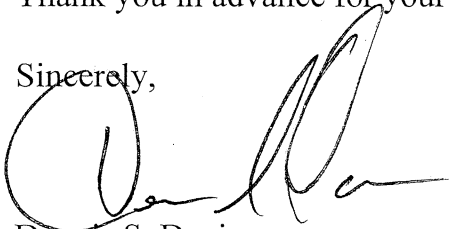
Dear County Executive Picente,

Enclosed is an Agreement between Oneida County and Workforce Investment Board of Herkimer, Madison & Oneida Counties, Inc., hereafter known as "WIB" which outlines the details by which the WIB will reimburse the county as part of the neighborhood Rebuilding Corps Projects (Disaster NEG). The reimbursement is associated with the costs for the Sauquoit Creek Cleanup.

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,



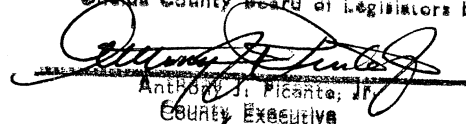
Dennis S. Davis
Commissioner

DSD/jj
Enclosure(s)

cc: Mark E. Laramie, P.E.



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



Anthony J. Picente, Jr.
County Executive

Date 8/6/12

Oneida County Department: Public Works – Highways, Bridges & Structures

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Contract Summary Sheet

Name of Proposing Organization: Workforce Investment Board

Title of Activity or Service: Reimbursement for Project Costs Associated with the Sauquoit Creek Cleanup

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description: Agreement with Workforce Investment Board where they will reimburse the county as part of the Neighborhood Rebuilding Corps Projects (Disaster NEG)

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

3) Program Design and Staffing Level: N/A

Total Funding Requested: None

Oneida County Department Funding Recommendation: Revenue \$213,458 Account # RA#H-464-3597

Proposed Funding Source: Federal _____ State x _____ County _____

Cost Per Client Served: N/A

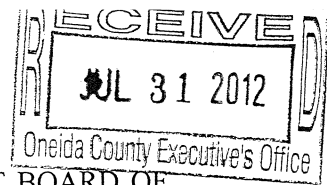
Past Performance Data: N/A

Oneida County Department Staff Comments

Associated with the grant awarded to Oneida County from the New York State Department of Labor.

Neighborhood Rebuilding Corps (Disaster NEG) Project Agreement

ONEIDA COUNTY



THIS AGREEMENT is made on this day between the WORKFORCE INVESTMENT BOARD OF HERKIMER, MADISON & ONEIDA COUNTIES, Inc., hereafter known as "WIB," with offices at 209 Elizabeth Street, Utica, New York 13501 and the COUNTY OF ONEIDA, hereafter known as "COUNTY," with offices at 800 Park Avenue, Utica, New York 13501.

THIS AGREEMENT outlines the details by which the WIB will reimburse the COUNTY as part of the Neighborhood Rebuilding Corps Projects (Disaster NEG).

SECTION 1: OUTLINE OF APPROVED COSTS

Reimbursement of Supervisory Wages:

Clerk of the Works (Grant Admin/Bookkeeper)	\$20,800
Project Planner	\$20,800
Clerical Support	\$6,240

Related Project Expenses:

Supply Costs	\$36,418
Transportation Costs (Rental & Fuel)	\$79,200
Tipping Fees for Dumpsters	\$50,000
TOTAL ALL EXPENSES	\$213,458

SECTION 2: SPECIAL REQUIREMENTS

The COUNTY shall comply with all Federal Certifications attached hereto and made part of this agreement.

SECTION 3: METHOD OF PAYMENT

Reimbursement of Supervisory Wages:

The WIB shall reimburse the COUNTY for the above supervisory costs as described in Section 1, incurred after submission of approved timesheets and a copy of the payroll documentation in order to verify the identity of the supervisor, date and hours worked.

Reimbursement of Related Project Expenses:

The WIB shall reimburse the COUNTY the amount of the related project expenses described in Section 1, incurred after submission of receipts that provide details including the product or service, the quantity and cost.

SECTION 4: TERM

This agreement shall be effective immediately upon execution and shall terminate September 28, 2012. Reimbursement will not be made for expenditures made after September 28, 2012.

Alice J. Savino
Alice J. Savino, Executive Director
WIB of Herkimer, Madison, Oneida

Anthony J. Picente, Jr.
Oneida County Executive

Date: 6.1.12

Date: _____

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

July 17, 2012

FN 20 12 - 314

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,


In 2010, Oneida County was awarded and accepted a NYSDOT Multi Modal Project grant in the amount of \$50,000 to offset part of the cost of resurfacing Herder Road in the Town of Vienna. Work was completed in 2011 and an application for reimbursement was submitted to NYS. Due to delays caused by NYS the application was approved in July 2012.

Please sign six (6) copies of the enclosed Supplemental Agreement and return to this office for further processing.

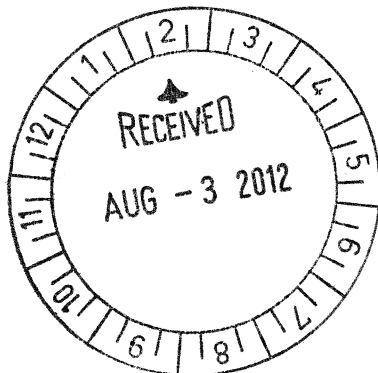
Thank you for your support.


Sincerely,
Dennis S. Davis
Commissioner

By,


Mark E. Laramie, P.E.
Deputy Commissioner

cc: File



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

Anthony J. Picente, Jr.
County Executive
Date 7/25/12

Oneida County DPW Contract Summary

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

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

Board of Legislators Approval Required No

Name of Contracting Organization: **New York State Department of Transportation**
207 Genesee St.
Utica, NY 13501

Title of Activity or Service: **Grant**

Description of Proposed Services: **Reimburse part of the cost of resurfacing Herder Road in the Town of Vienna**

Total Funding Requested: \$50,000

Account Number H298

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

Oneida County Department Staff Comments: _____



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION TWO
207 GENESEE STREET
UTICA, NEW YORK 13501
www.dot.ny.gov

JOHN R. WILLIAMS, P.E.
INTERIM REGIONAL DIRECTOR

REGIONAL PLANNING & PROGRAM MANAGEMENT
FAX (315)793-2719
(315)793-2450

JOAN McDONALD
COMMISSIONER

July 10, 2012

Mr. Dennis S. Davis
Commissioner, Oneida County DPW
6000 Airport Road
Oriskany, NY 13424

Dear Mr. Davis:

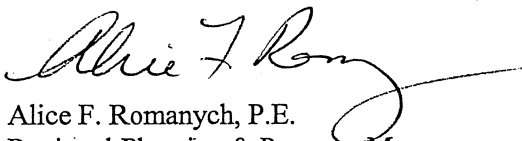
This is to advise you that the Multi-Modal #4 Program project identified in the enclosed contract agreement has been officially approved for funding. The next step in the approval process is the joint execution of this Supplemental Contract Agreement between New York State Department of Transportation (NYSDOT) and the project sponsor.

Reimbursement cannot occur before this contract is fully executed and approved by the State Comptroller. **Enclosed are six (6) copies of the Supplemental Contract Agreement which require your signature. Please sign, date, have page 2 of each copy notarized, fill in lines 12 and 13 of the Schedule A's** and then return the copies to the NYSDOT regional office listed below.

Your prime contact person for the MM #4 Program is **Ms. Kathleen O'Leary** of the Region 2 office. She may be reached at **(315)793-2450**. The address is:

Ms. Kathleen O'Leary
NYS Department of Transportation
Regional Planning and Program Management
207 Genesee Street, 13th Floor
Utica, NY 13501

Sincerely,


Alice F. Romanych, P.E.
Regional Planning & Program Manager

AFR:ko:kr
Enclosures

cc: K. O'Leary, Multi-Modal Coordinator, R-2

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

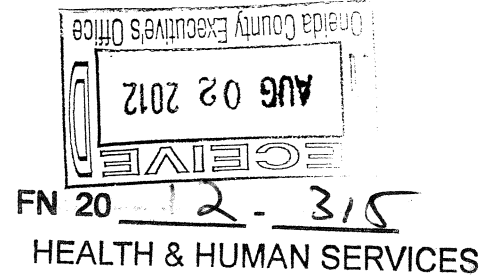
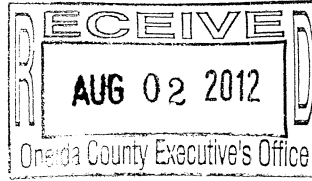
GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

July 31, 2012

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



Dear Mr. Picente:

WAYS & MEANS

The *Women, Infants, and Children (WIC) Program* is a grant funded program that provides services to income eligible clients who are found to be at nutritional risk.

The Enhanced WIC Peer Counselor Program (EPC) is a one of five WIC core services. Over the past year, we have increased the amount of hours our Peer Counselors are available in WIC clinics throughout the county. This increase was possible through WIC funds that are available specifically to support the EPC program. In addition, to meet the needs of our culturally diverse participants we have contracted with MAMI to provide Burmese/Karen interpretation services at our main Utica WIC office once a month. These services have been approved by the State WIC Program and will be fully reimbursed.

We are, therefore, requesting the following transfer for the **2012** fiscal year:

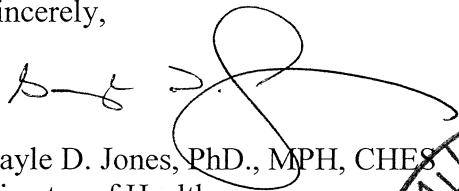
From: A4082.495 – Other Expenses..... \$17,000

To: A4082.195 - Other Fees and Services \$17,000

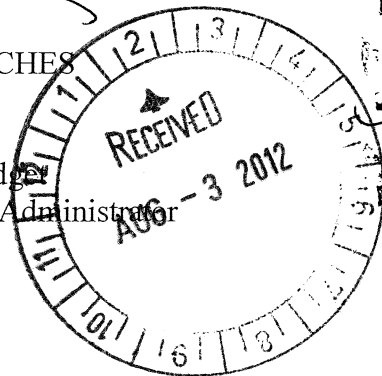
Please request the Board of Legislators to act upon the above-mentioned transfer.

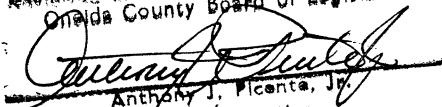
If you have any questions, please do not hesitate to contact me.

Sincerely,


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

cc: T. Keeler, Director of Budget
T. Engle, Fiscal Services Administrator



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

Anthony J. Picente, Jr.
County Executive
Date 8/6/12

ry

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

FN 20 12-316

July 16, 2012

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

C-025776 X-4 October 1, 2012 to September 30, 2013

Attached are five (5) copies of an amendment between Oneida County through its Health Department and the New York State Department of Health – Bureau of Supplemental Food Programs.

The major goal of the Women, Infants and Children Program (WIC) is to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children in New York State through the provision of nutritious foods, nutrition/health education and counseling with linkages to other health and human service programs. The WIC Program provides supplemental foods, nutrition education and referral to health and human services to the target population during critical times of growth and development.

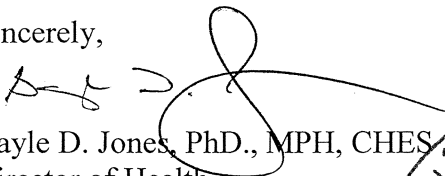
The term of this amendment is for the period of October 1, 2012 through September 30, 2013 in the amount of \$1,293,428. This will result in new amended contract of \$5,078,108 from October 1, 2009 through October 1, 2013. This amendment is 100% federally funded.

Please note two (2) signature pages must be returned with original signatures.

This is not a program mandated by Public Health Law.

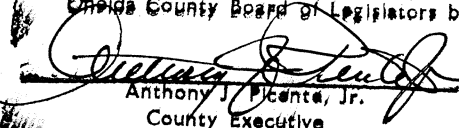
If this meets with your approval, please forward to the Board of Legislators.

Sincerely,


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

attachments
ry



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

Anthony J. Picente, Jr.
County Executive
Date 8-1-12

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Women, Infants and Children Program (WIC)

NAME AND ADDRESS OF VENDOR: New York State Dept. of Health
Division of Nutrition
Bureau of Supplemental Foods
Riverview Center, 150 Broadway
6th Floor West
Albany, New York 12204-2719

VENDOR CONTACT PERSON: Michael Rimkunas

SUMMARY OF STATEMENTS: The goal of the WIC Program is to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children in New York State through the provision of nutritious foods, nutrition/health education and counseling and linkages with other health and human service programs. The WIC Program provides supplemental foods, nutrition education and referral to health and human services to the target population during critical times of growth and development.

PREVIOUS CONTRACT YEAR: October 1, 2011 through September 30, 2012

TOTAL: \$1,293,428

THIS CONTRACT YEAR: October 1, 2012 through September 30, 2013

TOTAL: \$1,293,428

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

FUNDING SOURCE: Grant A4082

Less Revenues: _____

Grant Award

Federal Funds \$1,293,428 100% funded

County Dollars -0-

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

DATE: July 16, 2012

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Organization: Oneida County

Date Signed: _____

Signature Page for:

Contract Number: C025776 Contractor: Oneida County Health Department

Amendment Number: X-4

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____

(signature)

Printed Name: Anthony Jo Picente, Jr.

Title: _____

Approved as to Form Only
Assistant County Attorney

STATE OF NEW YORK)
) SS:
County of _____)

By: [Signature]
Brian M. Miga
Assistant County Attorney

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____

(signature)

Printed Name: Bradley Hutton

Title: Director, Center for Community Health

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Agency Code 12000
APPENDIX X

Contract Number: C025776 Contractor: Oneida County Health Department

Amendment Number X - 4

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) A(rev. June 2011) ,B-3, D-2 with the attached appendix(es) A(rev. December 2011) ,B-4, D-3
- Adds the attached appendix(es) _____
- Other: (describe) _____

This amendment is *is not* a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$3,784,680 From 10/1/2009 to 9/30/2012.
(Value before amendment) (Initial start date)

This amendment provides the following modification (complete only items being modified):

\$1,293,428 From 10/1/2012 to 10/1/2013.

This will result in new contract terms of:

\$5,078,108 From 10/1/2009 to 10/1/2013.
(All years thus far combined) (Initial start date) (Amendment end date)

Attachment I
Contract Document Submission Checklist

Please send the below forms no later than **July 13, 2012** by regular mail to the following address:

New York State Department of Health
Division of Nutrition/BSFP/RPOU
Riverview Center
150 Broadway – FL 6 West
Albany, NY 12204-2719

- Two originally signed and notarized copies of the Appendix X document.
- Proof of Workers' Compensation Insurance *N/A*
- Proof of Disability Insurance Coverage *N/A*
- Vendor Responsibility Attestation
- Vendor Responsibility Questionnaire (or complete an online VendRep Questionnaire at OSC's website and check the appropriate box on the Vendor Responsibility Attestation)
- Cash Forecast Form (**ONLY** if requesting a cash advance)
- Cash Advance Voucher(s) (**ONLY** if requesting a cash advance)
- WIC Equipment Inventory
- Attachment I: Contract Document Submission Checklist

Please send the below forms via email to: WICBudget@health.state.ny.us :

- Attachment D: WIC Site Information Form(s)
- Attachment E: Agency Contact Form

Please send the below forms via email to: WICBudgetCentral@health.state.ny.us :

- Attachment J: FFY13 Budget Worksheets

Attachment A
Approved Site Listing

219 - Oneida County Health Department

Your Agency is served by the Department of Health's Central Regional Office.
They can be reached at (315) 477-8167.

You are approved to operate the following sites to provide WIC Services under the terms of the attached contract.

Site

Number Site Name

Address

1	Oneida County WIC Program	617 South Street Utica , NY 13501
2	Rome	301 W. Dominick Street Rome, NY 13440
3	Camden Queen Village Bible Church	10050 Wolcott Hill Road CAMDEN, NY 13316
4	Vernon	4343 Peterboro Road Vernon, NY 13476
5	Sauquoit	2922 Oneida Street Sauquoit, NY 13456
6	Boonville United	105 Ann Street Boonville, NY 13309
7	Village of Waterville Community Room	122 Barton Avenue Waterville, NY 13480
8	Mohawk Valley Community College MVCC	1101 Sherman Drive Utica, NY 13501
9	Holland Patent	Main Street Holland Patent, NY 13354
15	Oriskany - Cornell Cooperative Extension	121 Second Street Oriskany, NY 13424

Attachment B

FFY13 Contract Guidance

October 1, 2012 – September 30, 2013 Contract

Enclosed is one copy of an Appendix X contract modification document. Please print **two** copies of this document and have both originally signed by an individual authorized to enter into a contract on behalf of your agency and notarized. Return both originally signed and notarized Appendix X documents to the address below.

Proof of Workers' Compensation Coverage

Please attach documentation that your agency has current Workers' Compensation Insurance coverage. Please review Appendix A-1, Section 13 of your current contract to determine acceptable forms. Please note that "ACORD" forms are not acceptable for this documentation.

Proof of Disability Insurance Coverage

Please attach documentation that your agency has current Disability Insurance coverage. Please review Appendix A-1, Section 13 of your current contract to determine acceptable forms. Please note that "ACORD" forms are not acceptable for this documentation.

WIC Site Information Form

Please complete the enclosed WIC Site Information Form for each approved WIC site. The list of approved sites for your agency can be found in Attachment A. The WIC Site Information form is Attachment D of this mailing.

Agency Contact Form

Please complete the enclosed Agency Contact form indicating the name, current mailing address, E-mail address, telephone and fax numbers of the individuals with the authority to make decisions in the titled categories. The Agency Contact form is Attachment E of this mailing.

Contract Document Submission Checklist

To assist in completing and submitting all of the requested documentation in this mailing, a checklist is provided as Attachment I. Please check each box and return this checklist to the address below.

Vendor Responsibility Documentation

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. An electronic version of the Vendor Responsibility Questionnaire has been enclosed for vendors opting to file a paper questionnaire. In addition, please also complete and submit the enclosed Vendor Responsibility Attestation.

Submit all of the above completed documents no later than July 13, 2012 to:

New York State Department of Health
Division of Nutrition/BSFP/RPOU
Riverview Center
150 Broadway – FL 6 West
Albany, NY 12204-2719

Please follow the instructions detailed in Attachment F for electronic submission of Attachments D, E and J.

Equipment Inventory

WIC contractors are required to update and submit an equipment inventory annually. Instructions for preparing this inventory are detailed in NYS WIC Program Manual Section 1419; a current WICSIS Hardware Replacement Cost List is included as Attachment G for reference. In addition, per Section 1419, a physical inventory must be completed and documented every two years. The results of this inventory must be reconciled with property records to verify the existence, use and continued need for the equipment.

Attachment C Budget Guidance

To expedite processing of this contract renewal, your agency's WIC budget worksheets (Attachment J) for FFY13 have been pre-populated with information collected from the FFY 2012 contract period. Your 2013 WIC Contract Appendix B-4 (Budget) will be generated from information entered into the Budget Worksheet. As in the past, your budget contains an "Unallocated" line as a placeholder should additional funding be made available during the contract cycle (currently the unallocated line is not funded).

When completing the budget worksheet, the total contract value specified in your call letter cannot be exceeded. Do **not** modify the budget levels listed for the Peer Counseling, Breast Pumps or Unallocated budget lines; those budget values are formula driven and cannot be changed.

Although there will not be a discrete budget line for Healthy Lifestyles (HLS), it is the expectation is that contracting agencies will incorporate the HLS philosophy throughout the WIC program. There is no application for this funding and no mid-year or final reporting requirements. However, a description of how each agency's promotes childhood obesity prevention will be a component of each agency's annual program evaluation process.

Indirect And Non-Direct Cost

For the FFY13 contract period, the total amount budgeted for Indirect and Non-Direct costs cannot exceed 10% of your budget's total direct costs. The budget worksheet will calculate this percentage and provide an error message if the 10% threshold is exceeded.

Equipment And Site Renovation Costs

One-time equipment and site renovation costs that were budgeted in the FFY12 contract year are not annualized into your FFY13 contract value. If you have equipment or site renovation needs for FFY13, please discuss them with your regional office representative immediately. For FFY13, only those site renovation and equipment costs deemed reasonable and necessary to provide WIC services will be considered.

Payroll Registers

Later in the contract renewal process, a request will be sent by the WIC Central Office for a copy of the most current payroll register page that identifies the annual gross salary for each individual listed in the FFY13 WIC Budget Worksheet. Please be prepared to supply this information when it is requested.

Copies of Leases

Later in the contract renewal process, a request will be sent by the WIC Central Office for a copy of the lease for each site listed in the FFY13 WIC Budget Worksheet for which contract reimbursement is being requested. Please be prepared to supply this information when it is requested.

Indirect Cost Rate Proposals

Each year the New York State Department of Health Women, Infants and Children (WIC) program offers local agencies the opportunity to apply for an indirect cost rate. If you wish to apply for an indirect cost rate, your agency has the option of using a federally approved indirect cost rate or a New York State approved rate. Federal rates are valid for one year while State rates are valid for two years. Please see below for Indirect Cost Rate Guidelines. A Certification of Indirect Costs form is also enclosed for your use and must be submitted if your agency is applying for an Indirect Cost Rate.

It is important to remember that indirect cost reimbursement is based upon the approved indirect cost rate *and* affordability within the overall WIC budget. In FFY 2013, total non-direct and indirect costs will be limited to 10 percent of the budgeted direct WIC costs. An agency may budget for an Indirect Cost Rate when completing the budget worksheets, however, **DOH will not reimburse indirect costs until the agency has been issued a written approval of their indirect cost rate.**

Indirect cost proposals for FFY 2013 should be submitted to DOH **before September 1, 2012**, but no later than December 31, 2012. If necessary, a request for an extension of the submission deadline may be requested in writing prior to December 31, 2012, and must include the reason for the delay.

Indirect Cost Rate proposals should be sent to the following address: **New York State Department of Health, Division of Nutrition/BSFP/RPOU, Riverview Center, 150 Broadway – FL 6 West, Albany, NY 12204-2719**

Guidelines for Indirect Cost Proposals

For agencies with Federally approved indirect cost rates, the following documentation must be submitted:

1. A copy of all pages of their most recent Federal approval letter
2. A *Certification of Indirect Costs* (blank form enclosed)

For agencies with no Federally approved indirect cost rate, the following documentation must be submitted:

1. The rate proposed, including subsidiary worksheets and other relevant data cross-referenced and reconciled to the financial data
2. A copy of the financial data (audited financial statements, budgets, accounting reports, etc.) upon which the rate is based
3. An organization chart along with a functional statement noting the duties and/or responsibilities of all units that comprise the agency
4. A *Certification of Indirect Costs* (blank form enclosed)

Attachment D

FFY 2013 WIC Site Information Form

219 - Oneida County Health Department Version 1.11

If the Submit By Email button does not work, please email this file as an attachment:

TO: **wicbudget@health.state.ny.us**
 SUBJECT: **WIC Site Information: 219 - Oneida County Health Department**

Please enter all available site information.

Temporary sites only require a Physical Address. Permanent Sites require all three types of address listings, but the addresses can be the same. If the site is proposed (approved in Attachment A, but not yet open), enter as much information as is known and check the "This site is not currently open" check box next to the site type drop down.

The Main Contact person for the site is the person to contact at the site if the Department of Health has questions. This information will not be shared with participants.

The phone number and fax information provided for all permanent sites will be shared with WIC participants and other state agencies.

To change a certain type of address, select the blank line in the "Same as" address dropdown. This will un-hide the address lines, and you will be able to edit address.

A brief description of each site's schedule is also requested. Please include: the days of the week the site will be open, the hours of operation for each day, and the weeks/months the site is open.

Examples:

A set weekly schedule

Monday - Friday 9 AM to 5 PM, Each week, Each Month

OR

Site is open late twice a month

Monday 12 PM - 8 PM, 1st and 3rd Mondays, each month

Monday 9 AM - 5 PM, the other Mondays, Each Month

Tuesday - Thursday 9 AM to 5 PM

OR

Site is only open during the summer

Wednesday 9 AM - 5 PM, 1st Wednesday, June, July, and August

Address Type Definitions

Physical Address - The actual location of the WIC Clinic. (P.O. Boxes are not allowed)

US Mail Address - The address used when mailing through the US Postal Service. (P.O.Boxes are allowed)

Shipping Address - The address used when mailing through a private shipping company (i.e. Fed Ex, UPS) (P.O. Boxes are not allowed)

Add a Site

Site Number*

Site Name

1

Oneida County WIC Program

Site Type

Permanent

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title _____ First Name Carol Last Name Watkins
 Suffix B.S. - Health Science Title WIC Community Educator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number (315) 798-5066 Extension _____
 Fax (315) 738-0518 Extension _____

Site Address Information

Physical Address

Same as

Street Address	617 South Street		
Floor/Room Number			
City	Utica		
State	NY	ZIP	13501

US Mail Address

Same as

Physical

Shipping Address

Same as

Physical

Site Schedule Description

Monday, Thursday, Friday - 8:30-4:00pm
 Tuesday - 7:30am-4:00pm
 Wednesday - 8:30-7:00pm

Add a Site

Site Number*

Site Name

2

Rome

Site Type

Permanent

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title _____ First Name Carol Last Name Watkins
 Suffix B.S. - Health Science Title WIC Community Educator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number (315) 356-4755 Extension _____

Fax (315) 356-4758 Extension _____

Site Address Information

Physical Address

Same as

Street Address	301 W. Dominick Street		
Floor/Room Number			
City	Rome		
State	NY	ZIP	13440

US Mail Address

Same as

Shipping Address

Same as

Site Schedule Description

1st Friday and 3rd Tuesday each month 9:30am-3:00pm

Add a Site

Site Number*

Site Name

3

Camden Queen Village Bible Church

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title

First Name Carol

Last Name Watkins

Suffix

B.S. - Health Science

Title WIC Community Educator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number

Extension

Fax

Extension

Site Address Information

Physical Address

Street Address

10050 Wolcott Hill Road

Floor/Room Number

City

CAMDEN

State

NY

ZIP

13316

Site Schedule Description

1st & 3rd Thursday each month 9:30-3:00

Add a Site

Site Number*

Site Name

4

Vernon

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title

First Name Carol

Last Name Watkins

Suffix

BS - Health Science

Title

WIC Program Educator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number

Extension

Fax

Extension

Site Address Information

Physical Address

Street Address	4343 Peterboro Road		
Floor/Room Number	Holy Family Church		
City	Vernon		
State	NY	ZIP	13476

Site Schedule Description

4th Tuesday each month 9:30-Noon

Add a Site

Site Number*

Site Name

5

Sauquoit

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title _____ First Name Carol Last Name Watkins
 Suffix BS - Health Science Title WIC Program Educator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____
 Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	2922 Oneida Street		
Floor/Room Number	Union Presbyterian Church		
City	Sauquoit		
State	NY	ZIP	13456

Site Schedule Description

2nd Monday each month 9:30-3:00pm

Add a Site

Site Number*

Site Name

6

Boonville United

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title _____ First Name Carol Last Name Watkins

Suffix BS - Health Science Title WIC Program Educator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____

Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	105 Ann Street		
Floor/Room Number			
City	Boonville		
State	NY	ZIP	13309

Site Schedule Description

2nd Tuesday each month 9:30-3:00pm

Add a Site

Site Number*

Site Name

7

Village of Waterville Community Room

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title

First Name Carol

Last Name

Watkins

Suffix

BS - Health Science

Title

WIC Program Educator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number

Extension

Fax

Extension

Site Address Information

Physical Address

Street Address	122 Barton Avenue		
Floor/Room Number	Village of Waterville Community Room		
City	Waterville		
State	NY	ZIP	13480

Site Schedule Description

2nd Wednesday each month 9:30am-3:00pm

Add a Site

Site Number*

Site Name

8

Mohawk Valley Community College MVCC

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title _____ First Name Carol Last Name Watkins
 Suffix BS - Health Science Title WIC Program Educator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____
 Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	1101 Sherman Drive		
Floor/Room Number	Alumni Building Room 116		
City	Utica		
State	NY	ZIP	13501

Site Schedule Description

2nd Thursday each month 9:30am-300pm

Add a Site

Site Number*

Site Name

9

Holland Patent

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title

First Name Carol

Last Name Watkins

Suffix

B.S. - Health Science

Title

WIC Community Educator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number

Extension

Fax

Extension

Site Address Information

Physical Address

Street Address

Main Street

Floor/Room Number

Presbyterian Church

City

Holland Patent

State

NY

ZIP

13354

Site Schedule Description

4th Thursday each month 9:30am-3:00pm

Add a Site

Site Number*

Site Name

15

Oriskany - Cornell Cooperative Extension

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title _____ First Name _____ Last Name _____
 Suffix _____ Title _____

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number (315) 736-3394 Extension _____

Fax (315) 223-2580 Extension _____

Site Address Information

Physical Address

Street Address	121 Second Street		
Floor/Room Number			
City	Oriskany		
State	NY	ZIP	13424

Site Schedule Description

Rome Site Schedule – 301 W. Dominick Street, Rome

	Monday	Tuesday	Wednesday	Thursday	Friday	Addresses:
1 st week of month	Rome 8:30-4:00pm	Rome 8:30-4:00pm	Rome 8:30-7:00pm		Rome 8:30-4:00pm	
2 nd week of month	Rome 8:30-4:00pm	Rome 8:30-4:00pm	Utica 8:30-7:00pm	Camden Clinic 9:30-2:30 Rome –no appointments 8:30-4:00pm	Rome 8:30-4:00pm	Camden 10050 Wolcott Hill Road, Camden
3 rd week of month	Rome 8:30-4:00pm	Rome 7:30-4:00pm	Utica 8:30-7:00pm	Oriskany Clinic 9:30-2:30pm Rome – no appointments 8:30-4:00pm	Rome 8:30-4:00pm	CCE Oriskany 121 Second St. Oriskany
4 th week of month	Rome 8:30-4:00pm	Vernon – Mar., June, Sept., Dec Rome 8:30-4:00pm	Rome 8:30-4:00pm	Holland Patent 9:30-2:30 Rome – no appointments 8:30-4:00pm	Rome 8:30-4:00pm	Holland Patent Presbyte. Church Main St Holland Patent
5 th week of month	Rome 8:30-4:00pm	Rome 8:30-4:00pm	Rome 8:30-4:00pm	Rome 8:30-4:00pm	Rome 8:30-4:00pm	Vernon Holy Family Church Peterboro Rd., Vernon

Utica Site Schedule - 617 South Street, Utica 798-5066

	Monday	Tuesday	Wednesday	Thursday	Friday	Addresses:
1 st week of month	Utica 8:30-4:00pm	Waterville 9:30-2:00pm Utica 8:30-4:00pm	Utica 8:30-7:00pm	Utica 8:30-4:00pm	Utica 8:30-4:00pm	Village of Waterville, Community rm 122 Barton Ave., Waterville
2 nd week of month	Utica 8:30-4:00pm	Boonville 9:30-2:00pm Utica 8:30-4:00pm	Utica 8:30-7:00pm	MVCC 9:30-2:00pm Utica 8:30-4:00pm	Utica 8:30-4:00pm	MVCC Room 116, Alumni College Center Utica
3 rd week of month	Utica 8:30-4:00pm	Utica 7:30-4:00pm	Utica 8:30-7:00pm	Utica 8:30-4:00pm	Utica 8:30-4:00pm	Boonville United Methodist Church 105 Ann St., Boonville
4 th week of month	Utica 8:30-4:00pm	Saugquoit odd months 9:30-2:00pm Utica 8:30-4:00pm	Utica 8:30-7:00pm	Utica 8:30-4:00pm	Utica 8:30-4:00pm	Saugquoit Oneida St. & Pinnacle Rd., Saugquoit
5 th week of month	Utica 8:30-4:00pm	Utica 8:30-4:00pm	Utica 8:30-7:00pm	Utica 8:30-4:00pm	Utica 8:30-4:00pm	

Oneida County WIC

Site – 219-01

WICSIS Equipment inventory

PORT	ITEM	COMPUTER NAME	SERIAL #
7	PC Monitor /tower	WP21901112	71W5VR1
	Signature pad		UC0921201019E4
3	Laptop	WL21901113	HXFWLQ1
	Signature pad		UC092120101BA1
22	Laptop	WL21901110	HXJ4MQ1 39032812297
	Signature pad		UC0921201017E2
11	Laptop	WL21901115	HXJGMQ1 39033372169
	Signature pad		UC0921201019E7
5 Back Computer	PC Monitor/ Tower	WP21901111	7295VR1
	Signature pad		UC09212010194D
4 Conference Room	PC Monitor/ Tower	WP21901116	72D0VR1
	Signature pad		UC092120101948
1	Laptop	WL21901114	HTN3MQ1 38797619401
	Signature pad		UC09212010952
6	PC Monitor/ Tower	WP21901123	72F0VR1
	Signature pad		UC0921201019E6
16	Laptop	WL21901122	HXLNLQ1 39037056697
	Signature pad		UC09212010193B
8	Laptop	WL21901121	FKW4MQ1 33915022345
	Signature pad		UC09212010949
	Laptop	WLP21901118	HVR3MQ1

18			38925270217
18	Signature pad		UC0921201017E4
19	Laptop	WLP21901119	HVQZLQ1 38925082297
19	Signature pad		UC092190101947
10	Laptop	WLP21901120	HXMQLQ1 39038876281
10	Signature pad		UC0921201019DF
	Laptop Server		HBQ06R1
Permanent Site	Laser Printer 5330dm		9L6TNQ1
Permanent Site	Check Printer ST9620		72HR7XR
Temp	PrinterST9620		72HR85P
Temp Router	800 series		FTX154684BV
	Cisco 1800 Series Router		FTX12234114
	Cisco Catalyst 2950		F0C074024AM

Oneida County WIC

Site – 219-02

WICSIS Equipment inventory

PORT/LOCATION	ITEM/TYPE	COMPUTER NAME	SERIAL #
3	Laptop – E5520	WL21902113	DSF9MQ1
3	Signature pad		UC092120101b14
Back office	Laptop – E5520	WL21902110	DSBVLQ1
Back Office	Signature pad		UC092120101C54
2	Laptop – E5520	WL21902112	DSBZLQ1
2	Signature pad		UC09212010BCD
4	Laptop – E5520	WL21902115	DSF3MQ1
4	Signature pad		UC092120101C06
5	Laptop –E5520	WL21902114	DSBWLQ1
5	Signature pad		UC092120101C07
Front Desk	Monitor Desktop Optiplex 380	WP20102111	CN-OHFOK3-64180-15P-36YM CVZFTR1
Front Desk	Signature pad		UC092120101C5A
	Cisco 1800 Series Router		FX123720BS
	Cisco Catalyst2950		3902A816
Permanent	LASER PRINTER 5330DN		5G2TNQ1
Permanent	CHECK PRINTER ST9620		72HFT23
Temp Printer	ST9620		72HNFTT
Temp Router	800 Series		FTX153580JZ

Attachment E - FFY 2013 Agency Contact Form

219 - Oneida County Health Department

Version 1.1

Instructions for Completion

Please fill out all information requested for each contact type. If there is more than one contact, additional people may be added. The first person listed for each type of contact will be the primary contact person.

To Submit:

Press the Submit By Email Button. It is located at the top of each page. **It only needs to be pressed once.** You will be alerted if any required fields are still blank or if any field does not have the correct formatting.

If the Submit By Email Button Fails:

Attach this file to an email.

TO: **wicbudget@health.state.ny.us**

SUBJECT: **WIC Contact Information: 219 - Oneida County Health Department**

WIC Agencies Contact Sheet

Contact Type Descriptions

Officer Type	Description	Maximum Number
WIC Coordinator	The individual responsible for the programmatic and administrative oversight of the WIC program administered by the agency.	1
Contract Signatory	The individual classified as having the legal authority to sign official and binding documents on behalf of the agency.	1
Fiscal Contact	Individual who prepares, justifies, and manages the local agency budget. Only people listed as Fiscal Contacts will receive email attachments of contract renewals, vouchers, and line item interchange requests.	Unlimited
Breastfeeding Coordinator	This individual's responsibility is coordinating all breastfeeding promotion and support activities, including planning, implementation and evaluation of the Breastfeeding Peer Counselor Program. At minimum, the Breastfeeding Coordinator meets the requirements for a CPA and has one year experience counseling breastfeeding women and consulting on breastfeeding concerns.	Unlimited
Voter Registration Contact	Prepares and submits all signed Voter Registration Applications, along with a complete Voter Registration Transmittal Form summarizing NVRA activity. Also responsible for training all WIC staff and ensuring that all NVRA activities are accomplished and all materials, policy and procedure are update to date and in stock.	Unlimited

Officer Type	Description	Maximum Number
Outreach Coordinator	This individual's responsibility is coordinating all the local agency, outreach, and promotion activities including implementing a plan to improve no-show rates. Other duties may be assigned to this position. The individual should have at least one year of WIC experience and good oral/written communication skills.	Unlimited
Peer Counselor Coordinator	This individual works under the direction of the Breastfeeding Coordinator and is responsible for the planning, implementation and evaluation of the Breastfeeding Peer Counselor Program. Minimum qualifications include one-year experience as a breastfeeding peer counselor under the supervision of a breastfeeding coordinator or one-year experience counseling breastfeeding women.	Unlimited
Substance Abuse Coordinator	This Competent Professional Authority coordinates the provision of information on the dangers of using drugs and other harmful substances to all participants, screening for drug and other harmful substance use and referrals for counseling services.	Unlimited
Official NYS Contact	This is the official contact in the local agency that will receive notices from New York State. This person was originally designated under Appendix G of the Contract. All notices permitted or required hereunder shall be in writing and shall be transmitted either.	1

Officer Summary

*This page cannot be edited. It is a summary of the subsequent pages.
Click on the 'Officer Type' field to jump to a page.*

Officer Type	Name	Missing (Empty) Fields
WIC Coordinator	Ms. Carol Watkins	
Contract Signatory	Mr. Anthony Picente	
Fiscal Contact	Mr. Tom Engle	
Fiscal Contact	Ms. Carol Watkins	
Breastfeeding Coordinator	Ms. Maureen Bruce	
Voter Registration Contact	Mrs. Vickie Ruble	
Outreach Coordinator	Ms. Maureen Bruce	
Peer Counselor Coordinator	Ms. Ginger Swasey	
Substance Abuse Coordinator	Ms. Lisa Senk	
Official NYS Contact	Dr. Gayle Jones	

WIC Coordinator

The individual responsible for the programmatic and administrative oversight of the WIC program administered by the agency.

Courtesy Title	First Name	Last Name	Suffix
Ms.	Carol	Watkins	
Title			
WIC Coordinator			
Street Address <u>or</u> P.O. Box			
617 South Street			
Additional Address Line (i.e. Room Number, Building Number, Floor, etc.)			
City	State	ZIP	
Utica	NY	13501	
Phone	Phone Extension	Fax	Fax Extension
(315) 798-5066	5	(315) 738-5016	
Email			
cwatkins@ocgov.net			

Contract Signatory

The individual classified as having the legal authority to sign official and binding documents on behalf of the agency.

Courtesy Title	First Name	Last Name	Suffix
Mr.	Anthony	Picente	
Title			
County Executive			
Street Address <u>or</u> P.O. Box			
800 Park Avenue			
Additional Address Line (i.e. Room Number, Building Number, Floor, etc.)			
City	State	ZIP	
Utica	NY	13501	
Phone	Phone Extension	Fax	Fax Extension
(315) 798-5800		(315) 798-2390	
Email			
apicente@ocgov.net			

Fiscal Contact

Individual who prepares, justifies, and manages the local agency budget. Only people listed as Fiscal Contacts will receive email attachments of contract renewals, vouchers, and line item interchange requests.

Courtesy Title	First Name	Last Name	Suffix
Mr.	Tom	Engle	
Title			
Fiscal Service Administrator			
Street Address <u>or</u> P.O. Box			
185 Genesee Street			
Additional Address Line (i.e. Room Number, Building Number, Floor, etc.)			
Suite 500			
City	State	ZIP	
Utica	NY	13501	
Phone	Phone Extension	Fax	Fax Extension
(315) 798-5080		(315) 798-5022	
Email			
tengle@ocgov.net			

Fiscal Contact

Individual who prepares, justifies, and manages the local agency budget. Only people listed as Fiscal Contacts will receive email attachments of contract renewals, vouchers, and line item interchange requests.

Courtesy Title	First Name	Last Name	Suffix
Ms.	Carol	Watkins	
Title			
WIC Coordinator			
Street Address <u>or</u> P.O. Box			
617 South Street			
Additional Address Line (i.e. Room Number, Building Number, Floor, etc.)			
City	State	ZIP	
Utica	NY	13501	
Phone	Phone Extension	Fax	Fax Extension
(315) 798-5066	5	(315) 738-5016	
Email			
cwatkins@ocgov.net			

Breastfeeding Coordinator

This individual's responsibility is coordinating all breastfeeding promotion and support activities, including planning, implementation and evaluation of the Breastfeeding Peer Counselor Program. At minimum, the Breastfeeding Coordinator meets the requirements for a CPA and has one year experience counseling breastfeeding women and consulting on breastfeeding concerns.

Courtesy Title	First Name	Last Name	Suffix
Ms.	Maureen	Bruce	
Title			
Breastfeeding Coordinator			
Street Address <u>or</u> P.O. Box			
617 South Street			
Additional Address Line (i.e. Room Number, Building Number, Floor, etc.)			
City	State	ZIP	
Utica	NY	13501	
Phone	Phone Extension	Fax	Fax Extension
(315) 798-5066		(315) 738-0156	
Email			
mbruce@ocgov.net			

Voter Registration Contact

Prepares and submits all signed Voter Registration Applications, along with a complete Voter Registration Transmittal Form summarizing NVRA activity. Also responsible for training all WIC staff and ensuring that all NVRA activities are accomplished and all materials, policy and procedure are update to date and in stock.

Courtesy Title	First Name	Last Name	Suffix
Mrs.	Vickie	Ruble	
Title			
Voter Registration Contact			
Street Address <u>or</u> P.O. Box			
617 South Street			
Additional Address Line (i.e. Room Number, Building Number, Floor, etc.)			
City	State	ZIP	
Utica	NY	13501	
Phone	Phone Extension	Fax	Fax Extension
(315) 798-5066		(315) 738-0516	
Email			
vruble@ocgov.net			

Outreach Coordinator

This individual's responsibility is coordinating all the local agency, outreach, and promotion activities including implementing a plan to improve no-show rates. Other duties may be assigned to this position. The individual should have at least one year of WIC experience and good oral/written communication skills.

Courtesy Title	First Name	Last Name	Suffix
Ms.	Maureen	Bruce	
Title			
Outreach Coordinator			
Street Address <u>or</u> P.O. Box			
617 South Street			
Additional Address Line (i.e. Room Number, Building Number, Floor, etc.)			
City	State	ZIP	
Utica	NY	13501	
Phone	Phone Extension	Fax	Fax Extension
(315) 798-5066		(315) 738-0516	
Email			
mbruce@ocgov.net			

Peer Counselor Coordinator

This individual works under the direction of the Breastfeeding Coordinator and is responsible for the planning, implementation and evaluation of the Breastfeeding Peer Counselor Program. Minimum qualifications include one-year experience as a breastfeeding peer counselor under the supervision of a breastfeeding coordinator or one-year experience counseling breastfeeding women.

Courtesy Title	First Name	Last Name	Suffix
Ms.	Ginger	Swasey	
Title			
Peer Counselor Coordinator			
Street Address <u>or</u> P.O. Box			
617 South Street			
Additional Address Line (i.e. Room Number, Building Number, Floor, etc.)			
City	State	ZIP	
Utica	NY	13501	
Phone	Phone Extension	Fax	Fax Extension
(315) 798-5066		(315) 738-0516	
Email			
cwatkins@ocgov.net			

Substance Abuse Coordinator

This Competent Professional Authority coordinates the provision of information on the dangers of using drugs and other harmful substances to all participants, screening for drug and other harmful substance use and referrals for counseling services.

Courtesy Title	First Name	Last Name	Suffix
Ms.	Lisa	Senk	

Title
Substance Abuse Coordinator

Street Address or P.O. Box
1506 Whitesboro Street

Additional Address Line (i.e. Room Number, Building Number, Floor, etc.)

City	State	ZIP
Utica	NY	13502

Phone	Phone Extension	Fax	Fax Extension
(315) 798-5066		(315) 738-0518	

Email
cwatkins@ocgov.net

Official NYS Contact

This is the official contact in the local agency that will receive notices from New York State. This person was originally designated under Appendix G of the Contract. All notices permitted or required hereunder shall be in writing and shall be transmitted either.

Courtesy Title	First Name	Last Name	Suffix
Dr.	Gayle	Jones	Ph.D

Title
Public Health Director

Street Address or P.O. Box
185 Genesee Street

Additional Address Line (i.e. Room Number, Building Number, Floor, etc.)
5th floor

City	State	ZIP
Utica	NY	13501

Phone	Phone Extension	Fax	Fax Extension
(315) 798-5633		(315) 266-6138	

Email
gjones@ocgov.net

Attachment F

Electronic Submission Instructions

1. The FFY13 contract renewal package contains electronic copies of the WIC Site Information Form (Attachment D), the Agency Contact Form (Attachment E) and the FFY13 Budget Worksheets (Attachment J) in Adobe Acrobat format (PDF). If you do not have this software, it can be obtained free of charge at: www.adobe.com .
2. Enter all information for all fields requested in each form. Make sure to save each file before closing.
3. Attachments D, E and J are designed to be submitted electronically. All three of these files contain a “Submit by Email” button on the form to automatically mail them to the correct DOH email address. If the “Submit by Email” button fails to transmit one of these attachments, please follow the instructions below.

For Attachments D and E ONLY:

- i. Save the forms.
- ii. Attach the PDFs to an email with the following Subject:
Form Submission: <Merge Agency # - Agency Name>
- iii. Add any additional messages in the email’s message section.
- iv. Email both files to:
wicbudget@health.state.ny.us

For Attachment J ONLY:

- i. Save the form.
- ii. Attach the PDF to an email with the following Subject:
FFY13 Budget Submission: <Merge Agency # - Agency Name>
- iii. Add any additional messages in the email’s message section.
- iv. Email both files to:
WICBudgetCentral@health.state.ny.us

4. If you have any questions regarding submission of Attachments D, E or J, please contact the Resource Planning and Operations Unit at (518) 402-7099.

Attachment G
(Revised and updated to include
Standard WICSIS Equipment Codes)

WICSIS Hardware Replacement Cost List *
FFY 2013

<u>ITEM</u>	<u>WICSIS Equipment Code</u>	<u>Cost</u>
Permanent Site File and Print Server	PERMF&P	\$2,300
Permanent Site PC	USERPC1	\$500
Permanent Site LAN Switch	LANSW1	\$1,000
Permanent Site Check Printer	CPRT1	\$970
Permanent Site LAN Printer	LPRT1	\$650
Temporary Site Check Printer	CPRT2	\$420
Temporary Site Printer Case		\$320
Temporary Site Laptop Serve	TSSERV1	\$760
Temporary Site Laptop	USERLT1	\$635
Signature Capture Table	SIG1	\$100
Router	RTR1	\$1,300
Firewall/VPN		\$1,700
Temp Site Wireless Router		\$1,280

*The prices listed are provided solely for the purpose of estimating replacement and installation costs for these items. Actual costs may vary from those listed.

ATTACHMENT K
ESTIMATED COLA DISBURSEMENTS TO CONTRACT COSTS

The enacted New York State 2012-13 budget currently identifies that Cost of Living Adjustment (COLA) funding is available to be distributed to WIC local agencies. It is estimated that the amount of funding to be allocated will be approximately 8% of the initial cash value of the FFY12 contract. COLA funding should be available within the first six months of the FFY13 contract period.

ESTIMATED COLA FUNDING: \$94,068

This form can be completed by WIC local agencies to designate where COLA funding will be utilized to fund unbudgeted costs identified in the FFY13 budget worksheets.

ITEM	JUSTIFIED AMOUNT	BUDGETED AMOUNT	UNBUDGETED AMOUNT	COLA AMOUNT ALLOCATED
PROGRAM SUPPORT				
C.P.A.				
FRINGE BENEFITS				
SPACE				
OTHER THAN PERSONAL SERVICE				
BREAST PUMPS				
ENHANCED PEER COUNSELING				
NON-DIRECT STAFF				
NON-DIRECT FRINGE BENEFITS				
INDIRECT COSTS				
TOTAL				

Agency #219
FFY2013

ONEIDA COUNTY WIC EQUIPMENT INVENTORY

Vehicles:

ITEM	DATE PURCH	P.O. #	PRICE	STATUS
Van, Passenger Plymouth Voyager - VIN # 2P4FP2587TRF95343 License # K87773 County Asset #: 9409270079	9/1995	65409	\$16,212	Sold for \$146.27 December of 2009
2008 Dodge Grand Caravan – Vin # 2D8HN44H08R775736	06/2008	36656	\$ 18,579	on hand
Jeep Grand Cherokee VIN#1J4GS48K66C334962 License #M12460	6/2006	28883	\$16,449	On Hand
2008 Ford Explorer VIN # 1FMEU63F88UA26804 License # M31265	10/1/2007	33380	\$18,784	On Hand (Rome WIC)

Breast Pump Inventory:

ITEM	DATE PURCH.	P.O. #	PRICE	STATUS
3 - Lactina Plus Serial#675666,675673,675674	7/01/08	36872	\$705/each	On hand
4 -Lactina Plus – serial #: 999417, 999422, 999418,999421	6/2007	33370	\$670/each	On Hand
1 - Lactina Plus Serial# 675920	9/2008		\$705	On Hand
Lactina – Medela electric pump S/N 984144	5/2004	20632	\$575/each	Removed from inventory 9/2011
4 – Lactina Electric serial#: 996835, 996842, 996840, 996833	8/2006	29860	630/each	On hand
5 - Lactina Select Serial# 683367, 683377, 683378, 683379, 928219	9/2009	43439	\$800.00	On Hand
4 – Lactina Select serial #:684475, 684415, 684423, 684419	4/7/10	45324	\$850/each	On Hand
5 - Lactina Select serial #: 686615, 686620, 686621, 686632, 686634	9/2010	47919	\$ 850.00/each	On Hand
2 - Medela Symphony serial # 1334479, 1334480	9/2011	50125	\$950/each	On Hand
4-Hygeia EnDeare serial # 9000953, 9001022, 9001223, 9001225	9/2011	50282	\$660.00/each	On Hand
4 - Ameda Elite serial # 80295522, 80295538, 80296636, 80295512	9/2011	50345	\$550.00/each	On Hand
2- Lactina Serial#: 310248, 311137	7/2004	not available	\$299	On Hand
3- Lactina Serial#: 314203, 332245, 333756	2004	not available		On Hand
3 – Hyegeia Serial#: 9001364, 9001382, 9001385	4/9/2012			On Hand

ELECTRONICS:

ITEM	DATE PURCH.	P.O. #	PRICE	STATUS
2 - TV Samsung 40"	3/2011 (COLA)	49326	\$767/each	On Hand 1- Utica 1 - Rome
2 - H.P. Probook Laptop Computers	3/2011 (COLA)	49327	\$787.00 each	On Hand 1 - Utica 1 - Rome
H.P. Probook Laptop Computer	6/2011	50307	\$1,098	On Hand EPC Use
Smartboard with table stand	9/2011	51599	\$948.00	On Hand
Paging System, JTech Communications	7/2011	50332	\$1,020	On Hand
Admin Computer from State #33K2QL1	4/7/10			On Hand
Printer SN CNBK 141609	8/21/03			Dispose
Admin Printer from State Service Tag: JTMS3M1	State tag # 095882	n/a	Dell 5130CDN	On Hand Utica
HP Color LaserJet CP1518ni Serial #: CN0407012				On Hand Utica
HP Color LaserJet CP1518ni Serial #: CNBF244342				On Hand Rome
Admin Media Projector from State	2011			On Hand Utica
Hemacues: 060901241 - U 0609012469 - U 0609012464 - U 0609012420 - U 0609012424 R 0609012476 R	5/2006			On Hand
Hemacue Serial # 0609012482 U	2/26/2008			On Hand
Hemacue Serial# 0625013048 Housed for refugee use at 406 Elizabeth Street, Utica NY	8/14/2008			On Hand
Autodialer: Gateway SN 0031902705	8/21/03			On hand Utica WIC

Furniture – UTICA:

ITEM	DATE PURCH.	P.O. #	PRICE	STATUS
Table, Versteel 24"x72" retangular	11/2011	51596	\$500	On hand

CERTIFICATION OF INDIRECT COSTS

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

- All costs included in this proposal used to establish billing or final indirect costs rates for the period October 1, 2012 through September 30, 2013 are allowable in accordance with the requirements of the federal agreement(s) to which they apply and with the cost principles applicable to those agreements.
- This proposal does not include any costs which are unallowable under applicable cost principles, such as (without limitation): advertising and public relations costs, entertainment costs, fines and penalties, and lobbying costs.
- All costs included in this proposal are properly allocable to Federal agreements on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare under penalty of perjury that the foregoing is true and correct.

Organization: _____

Signature: _____

Name of Official: _____

Title: _____

Date: _____

Please note that this certification must be signed and dated by an individual at a level no lower than the chief financial officer of the local agency. Only original signatures will be accepted.

APPENDIX D-3

WIC LOCAL AGENCY WORKPLAN

I. CONTRACTOR SERVICE AREAS

The Contractor identified on the cover page of this Grant Contract is responsible for providing all required WIC Program activities for the following planning areas:

Oneida

The State may, at its discretion, reassign service areas resulting in an increase or decrease to the areas served.

II. SUMMARY STATEMENT

The goal of the WIC Program is to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children in New York State through the provision of nutritious foods, nutrition/health education and counseling and linkages with other health and human service programs. The WIC Program provides supplemental foods, nutrition education and referral to health and human services to the target population during critical times of growth and development.

III. PROGRAM GOALS

1. Contractor will provide WIC services in accordance with New York State WIC Program policy to program participants based on the Department of Health assigned caseload target per contract reimbursement requirements. Service to less than the assigned caseload target may result in a reassignment of caseload and associated funding in the current contract year and/or in the subsequent contract year.
2. Contractor will perform all duties outlined in this Appendix and provide all reports required in Appendix C.
3. Contractor will comply with all requirements prescribed by 7CFR Part 246 (WIC Regulations), New York State WIC requirements, policies and procedures as described in the New York State WIC Manual and on-going policy and procedure changes incorporated through New York State WIC memorandums.
4. Contractor will spend at least **16.67%** of their expenditures on allowable nutrition education activities and **3.44%** on breastfeeding promotion and support activities for each fiscal year.

IV. SPECIFIC DELIVERABLES

The WIC local agency (LA) will have responsibility for the following required deliverables and all associated tasks.

Personnel

Staffing:

Establish and promptly fill all budgeted WIC positions with credentialed staff as required by Federal regulations and State guidelines to maintain funded staffing pattern. Keep the State informed of new WIC Directors and key WIC personnel changes.

Designate a WIC Director who is located on-site at the local agency; the FTE allocated to WIC Program management and oversight must be appropriate for the caseload assignment and approved by the State regional office.

Have on staff or contract with at least one qualified WIC Competent Professional Authority (CPA), to perform the necessary certification procedures and relevant participant-centered counseling/education. Employ the appropriate number of CPAs to meet the needs of the agency.

Have on staff or contract with at least one qualified CPA 3 (High Risk Competent Professional Authority) (CPA), to provide and perform all high risk activities, including nutritional assessment, care plans and relevant participant-centered counseling. Employ the appropriate number of CPA 3s (High Risk CPAs) to meet the needs of the agency.

Ensure that all CPA staff obtains 24 hours of continuing education every three years in topics relevant to WIC, and document continuing education in the LA Training Log.

Support Certified Lactation Counselor (CLC) and International Breastfeeding Certified Lactation Counselor (IBCLC) credentials among local agency staff.

Designate a local agency Breastfeeding Coordinator, Substance Abuse Coordinator, Outreach Coordinator and National Voter Registration contact in accordance with WIC Program requirements.

Provide supervision of the WIC Director and other WIC personnel, oversight of program planning and development of WIC Program.

Hire staff who can provide culturally/linguistically competent service that facilitates communication with participants.

Training and Communication:

Maintain current job descriptions, specific to WIC responsibilities, and update annually.

Meet all WIC Program staff training and competency requirements and document training attendance. New WIC staff must complete Basic WIC Skills Training provided by the WIC Training Center within six months of their hiring date.

Ensure and document that WIC staff attends mandatory WIC Policy and WICSIS training conducted by the State or the WIC Training Center and train other agency staff who did not attend. A WIC local agency may be billed for no-showing a training course that was not properly cancelled prior to 48 hours of the scheduled course date.

Provide regular in-service training with documentation of attendance.

Provide means for regular communications to staff of revisions of WIC policies, WICSIS Communiqués and procedures.

Documentation:

Maintain personnel files to include copies of college transcripts, current professional license/registration/certification, resumes for competent professional authorities and para-professional staff.

Substantiate and document all personnel issues and transactions, including time and attendance and time distribution records that record work hours of all employees for which reimbursement is requested under this contract.

Ensure at the time of hire that staff and volunteers sign a WIC confidentiality agreement which must be kept in their personnel file as outlined in NYS WIC Program Manual.

Scheduling and Space

Establish State approved WIC service sites in the areas of high unmet need.

Follow “WIC Site Development Guide” for all site development and closure activities.

Provide sufficient space for all WIC Program activities, including certification, nutrition education, counseling, check issuance, waiting and office space, as needed. Maintain WIC Program space in a safe, clean, children/customer friendly environment of adequate size.

Provide a breastfeeding-friendly clinic environment that encourages breastfeeding as the preferred method of infant feeding and includes a designated private breastfeeding area.

Provide program space that is accessible to people with disabilities.

Establish appointment schedules at all sites, giving consideration to participant needs as follows:

All WIC sites must offer lunchtime appointments to accommodate working families. Alternative hours outside of the agency's normal hours of operation and exclusive of lunch time appointments must be offered at all of the local agency's permanent sites. For example: If an agency's normal clinic hours are 9:00 a.m. to 5:00 p.m., the WIC clinic may operate an alternative schedule of 11:00 a.m. to 7:00 p.m. This schedule would provide 2 hours toward the minimum number of alternative hours.

The alternative-hours schedule must provide, at a minimum, a total number of alternative hours based upon the agency's current Federal fiscal year's caseload target as follows:

Assigned Caseload Targets	Minimum # of Alternative Hours/Month
1,500 or less	8
1,501 – 3,500	12
3,501 – 7,000	16
7,001 or greater	24

Obtain prior written approval from the State regional office before implementing an alternative-hours schedule.

Ensure the clinic site is clearly identified with signs posted that include the name of the local agency and the hours of operation.

Provide an environment that is culturally and linguistically appropriate. Signs, pamphlets, bulletin boards and answering machines need to portray a welcoming environment.

Assume responsibility for preparing any new site in accordance with a site modification plan approved by the State (HVAC, electrical renovations, cabling, telecommunications, etc.). Provide sufficient notice to the State of all proposed site moves, site closures, and expansions. All site changes must be discussed with and pre-approved by the State.

Certification

Enroll applicants within Federal and State timeframes: high-risk applicants within 10 calendar days; all other applicants within 20 calendar days.

Ensure no applicant or participant incurs any costs when applying for WIC Program benefits.

Verify all participants (including infants and children) are present at certification.

Ensure all WIC participants are income, categorically and residentially eligible, and at nutritional risk. Maintain supporting documentation, and verify and document all

certification requirements.

Provide all Program applicants/participants with notification of certification/recertification time frames and requirements.

Provide for participant transfers in accordance with Verification of Certification (VOC) procedures.

Have procedures in place and maintain compliance with State policies for extended infant and breastfeeding certifications and mid-certification evaluations.

Inform WIC participants of their Rights and Responsibilities at each certification.

Submit certification data to the State in accordance with State policy.

Issue WIC identification cards in accordance with requirements outlined in NYS WIC Program Manual.

Provide all adult applicants and participants with written information on:

Medicaid

Food Stamp Program

Temporary Assistance to Needy Families Program

Child Support Enforcement Program

Income:

Verify active Medicaid status using approved methods in accordance with State policy.

Use the income eligibility guidelines provided by the State annually.

Use the Family Health Plus-Medicaid-WIC-Child Health Plus Combined Application for infants, children and pregnant women applying for WIC and Medicaid.

Conduct annual quality assurance reviews, as required in the Local Agency Compliance and Self Assessment (LACASA) on all WIC staff involved in the income determination and documentation process. Maintain documentation on file at the local agency. Ensure resolution of problems identified through this quality assurance process.

Food Instrument Issuance

Issue WIC checks to eligible participants in accordance with policies outlined in NYS WIC Program Manual, State guidelines and Federal regulations, specifically:

- Adhere to WICSIS check production standards and requirements. Non-compliance with check production requirements may result in the imposition of fees to the agency to offset

additional costs incurred by the NYS WIC Program for the manual processing of these checks.

- Ensure systems are in place to include quality control tests that facilitate the automated processing of WIC checks through the Federal Reserve banking system.
- Establish and implement internal controls, including inventory and reconciliation procedures in accordance with WIC requirements.
- Follow all WIC requirements and procedures related to the “void” and “return and reissue” WICSIS functions.
- Follow WIC requirements and procedures for handling lost or stolen checks.

Provide security measures for WIC checks, check stock, WIC identification cards, and Special Formula Food Instruments (SFFI) and registers.

Issue Special Formula Food Instruments in accordance with policies outlined in NYS WIC Program Manual and State guidelines.

Produce and issue manual checks to eligible participants in accordance with policies outlined in NYS WIC Program Manual, specifically:

- Develop and implement appropriate safeguards to ensure accountability and security of manual check inventories, including separation of duties, inventory maintenance, check production, reconciliation and disposition.
- Generate reports to ensure that all manual checks are appropriately reconciled.

Conduct annual quality assurance reviews, as required in the LACASA on all WIC staff involved in the check issuance process. Maintain documentation on file at the local agency. Ensure resolution of problems identified through this quality assurance process.

Respond promptly to State requests for information on food instrument issues.

Provide for the use of “proxies” in accordance with policies outlined in NYS WIC Program Manual.

Provide participants with necessary information and culturally sensitive program materials for use of WIC checks in appropriate languages.

Confidentiality

Ensure a reasonable degree of privacy for confidential purposes during staff and participant interactions.

Establish and implement a system to ensure confidentiality of participant and vendor records (electronic and paper). Maintain all WIC files (active and inactive) in a secure location. Local agency staff are responsible for maintaining the security of participant records.

Ensure participant and staff cell phones are turned off in the clinic by prominently posting a

notice prohibiting cell phone use in the clinic.

Obtain written consent from applicants/participants before photographs or voice recordings are taken.

Develop and implement policies and procedures to ensure applicant/participant information is only disclosed to those individuals who are allowed access according to Federal regulations.

Establish Memorandums of Understanding (MOU) with other public organizations before sharing individual level WIC information. MOUs must be approved by the State before they become effective.

Inform the applicant/participant when the WIC local agency and a public organization have a written agreement for the sharing of WIC information and allow the opportunity to refuse to share individual information.

Obtain approval by the NYS WIC Program before allowing access to WIC applicant/participant information for purposes of research. The research proposal must have Institutional Review Board approval. Ensure all procedures, outlined in NYS WIC Program Manual, are followed for research conducted under of the auspices of that WIC Program.

Records and Reports

In addition to retaining records for current year, retain records of food delivery, equipment purchases, certification, nutrition education, financial operations, and fair hearings for six years after closeout of the fiscal year to which they pertain.

Provide monthly, a report on the number of authorized positions, the current vacancy rate, and activities underway to fill vacant positions.

Establish a procedure for the destruction of WIC records that will not be stored in the LA record retention system. This includes records that are being removed from the LA record retention system.

Establish and maintain a current inventory of all tangible items supplied by the NYS State WIC Program as defined by policies outlined in NYS WIC Program Manual.

In accordance with the Operations Calendar, generate and/or review, respond to and maintain WIC reports as required by State WIC policies and procedures.

Prepare and Submit Nutrition Services and Administration Time and Effort Studies and Expense Reports as required.

Maintain compliance with National Voter Registration Act (NVRA) record retention and reporting requirements.

Maintain the annual LACASA documentation and Final Summary and work to correct any deficiencies identified, achieve established goals and implement the nutrition services plan.

Maintain and ensure that the following are accessible to all WIC staff:

- The NYS WIC Program Manual;
- A LA WIC Policies and Procedures Manual.
- A staff training log for all staff which details agendas, dates and attendees of training sessions;

Ensure that staff know how to access LA memos, WICSIS Communiqués, documents on the Common (K:) drive, and all other material that is distributed to LA staff by the State.

Implement a policy to distribute WIC Program material that is not readily accessible to all LA staff.

Cooperate fully with State Bureau of Special Investigations (BSI) staff and all other authorized persons, agencies, and entities identified in, Appendix A, Standard Clauses for all New York State Contracts.

Quality Assurance

Conduct surveys as directed by the NYS State WIC Program.

Use caseload and certification reports as program management quality assurance tools.

Annually conduct a thorough local agency self assessment to evaluate compliance with policies, procedures, rules and regulations governing the NYS WIC Program using the State-developed LACASA documents.

Develop and implement a LA quality assurance (QA) program which utilizes forms and publications distributed by the State. At a minimum, the QA program must identify and resolve problems identified through reviews required in the LACASA in the following areas:

- Income determination;
- Check issuance;
- Hematology;
- Anthropometry; and
- Nutrition assessment/education/counseling.

Conduct local agency record reviews as required in the LACASA.

Local Agency WIC Policy and Procedure Manual

Develop and maintain a LA WIC Policy and Procedure Manual.

At a minimum, the LA WIC Policy and Procedure Manual must include policy and/or procedure concerning:

- Voter registration duties and training;
- Documentation of nutritional risk;
- Notification of ineligibility;
 - Nutrition education and high-risk protocols;
 - Compliance with State policy to purchase and issue breast pumps;
- Missed certification appointments;
- Missed appointments/no show;
 - Protocol when participant asks that information be sent to third party;
 - Outreach efforts with health care providers;
- Outreach to potential eligibles;
 - Initial anthropometry and hematology training;
- Mandatory staff training, staff development, scheduling and attendance, and documentation;
 - Breastfeeding coordinator's responsibilities;
 - Breast pump program;
 - Disposition schedule for records;
- Budget protocols;
- Computer security;
- Emergency preparedness and disaster plan; and
- Travel policy.

Caseload Management and Outreach

Manage the local agency caseload to ensure that the highest risk participants are given priority.

Perform monthly evaluations of caseload counts and no-show data and plan operations to accommodate caseload changes.

Conduct annual patient flow studies and analyze the findings to identify ways to improve operating efficiency and decrease wait time for participants.

Refer individuals to other Federal, State or community programs for which they may be eligible.

Establish a waiting list for eligible participants only when directed to do so by the State. Participants placed on the waiting list must be referred to other food assistance programs.

Outreach/Retention Coordination:

Develop and implement outreach strategies to target WIC benefits to all eligible populations.

Use State generated data and Geographical Information Systems (GIS) maps to evaluate the need for services in areas of unmet need.

Target outreach activities to identify and serve (if applicable):

- Prenatal Women Early in Pregnancy;
- Rural Residents;
- Migrant (or Seasonal) Farm Workers;
- Foster Children;
- Infants/Children in Care of Child Welfare Authorities (including infants exposed to drugs perinatally);
- Head Start and Early Head Start Infants/Children;
- Employed Eligible;
- Homeless and Immigrants; and
- Native Americans.

Provide WIC Program information to low-wage employers in the planning area.

Contact health care providers annually to provide them with the latest WIC information.

Develop and distribute WIC outreach packets which include written information about WIC eligibility requirements and health promotion materials. Maintain an outreach log or tracking system for the distribution and update material as needed.

Implement procedures to contact each pregnant woman who missed her first appointment to apply for participation in the program in order to reschedule the appointment.

Financial Accountability

Establish and maintain a financial management system that ensures accountability for all WIC Program funds and meets the applicable requirements of OMB circulars A-87, A-21, and A-122; Federal WIC Regulations 7CFR246.14(a)(1); the NYS WIC Program Manual; and the LA contract.

Develop and implement approved cost allocation methodologies that ensure accurate accounting for any costs shared by WIC and other agency programs. Personal Service costs must be supported by time distribution records adequate to trace employee effort to each cost objective or funding source.

Develop and submit an annual WIC administrative budget proposal within the format required by the WIC Program by the established deadline. The budget must include all WIC administrative costs and clear and complete written justifications for all budgeted items.

Submit to the Regional Office all budget change requests, with a full justification, in the required format and within established timeframes.

Submit accurate monthly vouchers and statements of expenditures in accordance with established timeframes and maintain supporting documentation that substantiates expenses claimed.

Submit A-133 audit reports to the WIC Program and Federal Single Audit Clearinghouse, as required.

Maintain time and attendance records for all WIC funded staff. Implement an acceptable methodology to certify time and attendance records.

Participant's Rights and Responsibilities

Provide orientation, program information and nutrition education materials in appropriate languages and at appropriate literacy level.

Review participants' rights and responsibilities in an appropriate language with each applicant at each visit.

Ensure the standard non-discrimination statement is on all locally produced forms and informational materials as required by policies outlined in NYS WIC Program Manual.

Display the "and Justice for All" posters at all sites.

Ensure customer complaints are received and resolved promptly, courteously and respectfully and in accordance with WIC requirements.

Advise participants of their rights to a fair hearing and follow proper fair hearing procedures.

Offer all applicants the opportunity to register to vote at certification, recertification or when an address change has occurred.

Farmers' Market Nutrition Program

Participate in the Farmers' Market Nutrition Program (FMNP) if an authorized market exists within the planning area served by the agency.

Provide nutrition education regarding the benefits of fresh fruits and vegetables.

Where available, coordinate nutrition education and outreach efforts with State and Cornell Cooperative Extension staff for FMNP initiatives.

Instruct participants on the proper use of FMNP checks.

Conduct annual participant surveys and coordinator evaluations as directed by the State.

Vendor Relations

Maintain lists of the Vendor Management Agencies (WIC VMA) and local vendors.

Maintain ongoing communication with Vendor Management Agencies that are responsible for the enrollment, training and monitoring of vendors.

Refer inquiries from retail food vendors seeking information on enrolling and participating in the WIC Program to the appropriate WIC Vendor Management Agency.

Respond to information from Vendor Management Agencies and State staff regarding participant errors in food instrument redemption. Work with WIC participants to reinforce proper food instrument redemption.

Contact local vendors to facilitate arrangements for special formulas needed by participants.

Seek assistance from Vendor Management Agencies in locating stores/pharmacies that stock special formulas.

Nutrition Services

Nutrition/Health Risk Assessment:

Obtain and accurately record height (length) and weight measurements for all participants on site for each certification within required timeframes.

Conduct a complete nutrition assessment for each participant. Assessment includes, but is not limited to: review of immunization status, hemoglobin/hematocrit levels, nutrition/health screening, and identification of medical conditions.

Use the standardized NYS State WIC assessment tools including, but not limited to, growth charts for infants and children; prenatal weight gain grids; BMI charts; high-risk care plans; and NYS WIC Medical referral form.

Obtain and accurately record hemoglobin (Hgb) and/or hematocrit (HCT) values for all participants on site as outlined in the NYS WIC Program Manual.

Ensure the following requirements are met:

Blood work:

Comply with blood work requirements in accordance with policies outlined in NYS WIC Program Manual.

Ensure compliance with Clinical Laboratory Improvement Amendments (CLIA), and Occupational Safety and Health Act (OSHA) standards.

Ensure compliance with policies outlined in NYS WIC Program Manual for frequency of verification, calibration and certification of hematological equipment.

Complete annual Hematology Quality Assurance reviews, as required in the LACASA, for all WIC staff who performs or records hematology testing. Maintain documentation on file at local agency. Ensure resolution of problems identified through this quality assurance process.

Anthropometry measurements:

Comply with State specifications for anthropometry equipment.

Ensure compliance with policies outlined in NYS WIC Program Manual for frequency of verification, calibration and certification of anthropometric equipment.

Complete annual Anthropometry Quality reviews, as required in the LACASA for all WIC staff who conducts, plots or records anthropometry measurements. Maintain documentation on file at local agency. Ensure resolution of problems identified through this quality assurance process.

Nutrition Education:

Evaluate nutrition education materials and ensure that all education materials used in the NYS WIC Program meet the criteria provided by the State.

Complete annual Nutrition Assessment/Education/Counseling reviews, as required in the LACASA, for all WIC staff involved in conducting complete nutrition assessments and/or providing participant-centered education/counseling. Maintain documentation on file at local agency. Ensure resolution of problems identified through this quality assurance process.

Offer a minimum of two participant-centered nutrition education contacts per certification period in a language appropriate for participants, in a location that minimizes noise and distractions and maximizes privacy and effectiveness. Target nutrition counseling to the participants' identified risks, needs, level of nutrition/health knowledge, understanding, interests, culture, and psychosocial situation.

Offer facilitated group discussion for nutrition education contacts for each participant category.

Document in each participant's WICSIS record that nutrition education has been offered and/or provided, and topics addressed.

Screen all participants for high-risk status and provide an individualized nutrition care plan for participants identified as high risk, in accordance with policies outlined in NYS WIC Program Manual.

Provide an individual nutrition care plan for any participant, parent or caretaker upon request.

Offer a minimum of one high-risk participant-centered counseling contact to each high-risk participant during each certification period.

When appropriate, refer participants to health, social, and educational services. Document all referrals made in participants' WICSIS record.

Refer infants and children whose immunization status is "not up to date for age" to immunization programs, document in the WICSIS record.

During initial and subsequent certifications, screen all prenatal, postpartum, breastfeeding participants for tobacco use, secondhand smoke exposure and substance abuse. Provide smoking and substance-abuse education and referrals to adult participants and caregivers.

Maintain and make available for distribution a list of all local resources for substance-abuse counseling and treatment.

Develop a Healthy Lifestyle initiative that incorporates obesity prevention and physical activity interventions such as "Eat Well, Play Hard" and "Fit WIC" into nutrition/health education, counseling, and clinic operations.

Expend annually at least one-sixth (16.67 percent) of the total Nutrition Services and Administration funds of the WIC local agency budget on nutrition education. Provide documentation of nutrition education costs to the State as required.

Develop and implement a plan to coordinate operations locally with special counseling services, such as the Expanded Food and Nutrition Education Program, Immunization Programs, Programs for Breastfeeding Promotion, Prenatal Care, Well Child Care, Family Planning, Drug Abuse Education, Alcohol and Drug Abuse Counseling and Treatment, Child Abuse Counseling, Temporary Assistance to Needy Families (TANF), The Food Stamp Program, Maternal and Child Health Care, and Medicaid.

Breastfeeding Promotion and Support

Maintain a clinic environment that promotes breastfeeding.

Purchase and issue breastfeeding aids and breast pumps which directly support the initiation and continuation of breastfeeding in accordance with the policies and procedures of the program.

Provide breastfeeding information to all prenatal participants, and promote and support breastfeeding among participants.

Maintain and make available for distribution a list of resources for breastfeeding counseling and support services.

Maintain an Enhanced Breastfeeding Peer Counselor program for breastfeeding support among WIC women as outlined in NYS WIC Program Manual. Utilize the Breastfeeding Prenatal List and Breastfeeding Infant List reports to ensure that peer counselors are assigned to participants.

Evaluate breastfeeding initiation, duration and status reports routinely and review breastfeeding activities, education and peer counseling for effectiveness annually.

Complete monthly and annual breastfeeding reports within specified timeframes.

Expend annually at least **3.44** percent of the total Nutrition Services and Administration funds of the WIC local agency budget on breastfeeding promotion and support. Provide documentation of breastfeeding costs to the State as required.

Food Package

Comply with policies and procedures outlined in NYS WIC Program Manual when prescribing food packages; e.g., special infant formulas, goats' milk, and homeless/disabled, etc.

Maintain documentation in participants' WISCIS record to justify the issuance of the food package prescribed, or the prescribed/additional/special formula, or the non-standard food package.

Comply with policies outlined in NYS WIC Program Manual when issuing ready-to-feed, and premature infant non-contract formulas.

Ensure the issuance of all authorized foods is within food package categories up to maximum quantities allowed by USDA.

Ensure the tailoring of food packages according to categorical, medical, and nutritional needs of participants, and ensure the food package prescription guidelines meet requirements.

Provide each participant with information on value and use of WIC foods in the appropriate language.

WIC Program Statewide Information System (WICSIS)

Utilize the New York State WIC Statewide Information Systems' (WICSIS) software, hardware, and communication devices according to State policies.

Ensure no software or hardware is added, modified, or removed any from any State issued automated data processing (ADP) equipment (WICSIS infrastructure) without notification to and written consent from the State.

Assume responsibility for damage or theft of State issued ADP equipment and maintain insurance for all ADP equipment. Reimbursement or recoupment for loss, damage or replacement of any State issued ADP equipment will be sought through a mechanism at the State's discretion.

Return or dispose of State issued software, ADP equipment, and communication devices as directed by the State.

Establish and maintain an inventory of all WICSIS equipment and supplies. The WICSIS equipment inventory must be submitted annually with the Local Agency Budget/Contract Renewal.

Develop an emergency preparedness plan in compliance with the policy outlined in NYS WIC Program Manual. The plan must include the State's backup system (manual checks) implemented, when necessary, to ensure that participants receive benefits.

Comply with monthly inventory tracking requirements for manual checks and WICSIS supplies (check stock, MICR toner) to ensure uninterrupted service to participants.

Maintain a POTS (plain old telephone service) line in the server room. The POTS line must be dedicated to serve as a backup data line and to enable remote diagnostics of the server.

Transition Requirements

Follow the WIC Site Development Guide for all site changes, including: moves, closures, consolidations and new requests.

Provide sufficient time for site development in accordance with the guide and ensure all pertinent parties are notified in a timely manner of the need for the site move or closure.

Develop a work plan for site changes that includes a contingency plan for provision of services during the site change process.

Develop and submit for State approval a local agency transition work plan to ensure an orderly and controlled transition of operations to a successor Contractor. The work plan must include a contingency plan for provision of services during the transition.

Continue to provide services and notifications to WIC participants as directed by the State during the transition period.

Maintain staffing adequate to meet obligations under the contract during the transition period.

V. FEDERAL-STATE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC) AGREEMENT (FNS-339)

“USDA/Food and Nutrition Service (FNS) and the WIC State Agency in the State of New York agree to abide by the requirements set forth in Section 12(b) of the Richard B. Russell National School Lunch Act, 42 U.S.C. 1760(b), as amended by Section 361 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) to support full use of Federal funds provided to the State Agency for the administration of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), and exclude such funds from State budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the WIC Program.”

Contractor will comply with this obligation and exclude funding provided through this contract from Contractor imposed budget restrictions or limitations consistent with the above quoted Federal-State Agreement.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
Legal Business Name		EIN (Enter 9 digits, without hyphen)		
Address of the Principal Place of Business/Executive Office		New York State Vendor Identification Number		
		Telephone ext.	Fax	
Email		Website		
Authorized Contact for this Questionnaire				
Name:		Telephone ext.	Fax	
Title		Email		
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS				
1.0 Business Entity Type – Please check appropriate box and provide additional information:				
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation			
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized			
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration			
d) <input type="checkbox"/> Limited Partnership	Date Established			
e) <input type="checkbox"/> General Partnership	Date Established	County (if formed in NYS)		
f) <input type="checkbox"/> Sole Proprietor	How many years in business?			
g) <input type="checkbox"/> Other	Date Established			
If Other, explain:				
1.1 Was the Business Entity formed in New York State?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No," indicate jurisdiction where Business Entity was formed:				
<input type="checkbox"/> United States	State	_____		
<input type="checkbox"/> Other	Country	_____		
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select 'not required' if the Business Entity is a General Partnership.</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If "No," explain why the Business Entity is not required to be registered in New York State.				
1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain and provide detail, such as 'not required,' 'application in process,' or other reasons for not being registered.				

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS		
1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity comprising the Joint Venture.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
1.5 Does the Business Entity have an active Charities Registration Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Enter Number: _____ If exempt, explain: _____ If an application is pending, enter date of application: _____ Attach a copy of the application		
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Enter DUNS Number _____		
1.7 Is the Business Entity's principal place of business/Executive Office in New York State? If "No," does the Business Entity maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
Provide the address and telephone number for one New York Office. _____		
1.8 Is the Business Entity's principal place of business/executive office:		
<input type="checkbox"/> Owned <input type="checkbox"/> Rented Landlord Name (if 'rented') _____ <input type="checkbox"/> Other Provide explanation (if 'other') _____		
Is space shared with another Business Entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of other Business Entity _____		
Address _____		
City _____	State _____	Zip Code _____ Country _____
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.		
Name	Title	
Name	Title	
Name	Title	
Name	Title	
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.		
Name	Title	
Name	Title	
Name	Title	
Name	Title	
II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no, proceed to Section III)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable): _____		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Individual's Name	Position/Title with Affiliate	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

III. CONTRACT HISTORY	
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes," attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No
IV. INTEGRITY – CONTRACT BIDDING <i>Within the past five (5) years, has the Business Entity or any Affiliate</i>	
4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
V. INTEGRITY – CONTRACT AWARD <i>Within the past five (5) years, has the Business Entity or any Affiliate</i>	
5.0 Been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
VI. CERTIFICATIONS/LICENSES	
6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
VII. LEGAL PROCEEDINGS <i>Within the past five (5) years, has the Business Entity or any Affiliate</i>	
7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE
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VII. LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the Business Entity or any Affiliate</i>	
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY	
<i>Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.</i>	
<i>Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to</i>	
8.0 A sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 An investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 An indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 A debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer, provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant's name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "Yes," did any audit reveal material weaknesses in the Business Entity's system of internal controls If "Yes," did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

Yes No

Indicate the question number(s) and explain the basis for your claim.

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Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict

with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has

retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

FFY 2013 Budget Justification

Version 1.32

Agency ID

219

Contract Name

Onida County Health Department

Contract Number

C025776

Award Summary

Grant Name	Contract Amount	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Unbudgeted Amount
WIC Grant	\$1,133,417	\$1,356,787.00	\$1,133,417.00	\$0.00	\$1,133,417.00	\$223,370.00
Enhanced Peer Counseling	\$35,947	\$58,490.00	\$35,947.00	\$0.00	\$35,947.00	\$22,543.00
Unallocated	\$117,584	\$117,584.00	\$117,584.00	\$0.00	\$117,584.00	\$0.00
Breast Pumps	\$6,480	\$6,480.00	\$6,480.00	\$0.00	\$6,480.00	\$0.00
Total	\$1,293,428	\$1,539,341	\$1,293,428	\$0	\$1,293,428	\$245,913

If the Submit By Email button does not work. Please email the form

TO:

wicbudgetcentral@health.state.ny.us

SUBJECT:

FFY 2013 Budget Submission: 219-Onida County Health Department

Additional Budget Notes

*Total Non-Direct and Indirect cannot exceed 10% of the Total Direct Costs.

Category	FTES	Justified Amount	Budgeted Amount	Regional Adjustment	Final Contract
Program Support	6.00	\$204,694.00	\$186,286.00	\$0.00	\$186,286.00
Competent Professional Authority	10.70	\$449,910.00	\$404,764.00	\$0.00	\$404,764.00
Total Direct FTES and Salary	16.70	\$654,604.00	\$591,050.00	\$0.00	\$591,050.00
Direct Staff Fringe Benefits		\$318,782.00	\$318,782.00	\$0.00	\$318,782.00
Subtotal Direct Personal Service and Fringe Benefits (a)		\$973,386.00	\$909,832.00	\$0.00	\$909,832.00
Other Than Personal Service					
Space		\$52,400.00	\$52,400.00	\$0.00	\$52,400.00
Other Non-Personal Service		\$201,750.00	\$171,185.00	\$0.00	\$171,185.00
Subtotal Other Than Personal Service (b)		\$254,150.00	\$223,585.00	\$0.00	\$223,585.00
Total Direct Personal and Non-Personal Costs (a+b)		\$1,227,536.00	\$1,133,417.00	\$0.00	\$1,133,417.00
Breast Pumps and Collection Kits		\$6,480.00	\$6,480.00	\$0.00	\$6,480.00
Enhanced Peer Counseling Grant	0.43	\$58,490.00	\$35,947.00	\$0.00	\$35,947.00
Total Direct Costs		\$1,292,506.00	\$1,175,844.00	\$0.00	\$1,175,844.00
Non-Direct Staff	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Direct Fringe Benefits		\$0.00	\$0.00	\$0.00	\$0.00
Total Non-Direct Staff and Fringe		\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs		\$129,251.00	\$0.00	\$0.00	\$0.00
Total Non-Direct and Indirect (c)*		\$129,251.00	\$0.00	\$0.00	\$0.00
Subtotal Allowable Reimbursement		\$1,421,757.00	\$1,175,844.00	\$0.00	\$1,175,844.00
Unallocated		\$117,584.00	\$117,584.00	\$0.00	\$117,584.00
Total Contract		\$1,539,341.00	\$1,293,428.00	\$0.00	\$1,293,428.00

FFY 2013 Budget Justification

Agency ID: 219

Contract Name: Oneida County Health Department

Contract Number: C025776

Program Support

Vac- ant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Work- ed	WTC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	Regional Adjustmen
<input checked="" type="checkbox"/>	Office Specialist II			10/01/12	35.00	35.00	35.00	1.00	\$18,408.00	\$18,408	\$0.00	\$0.0
<input type="checkbox"/>	Data Processing Clerk	Garnett	Austin	10/01/12	35.00	35.00	35.00	1.00	\$23,244.00	\$23,244	\$23,244.00	\$0.0
<input type="checkbox"/>	Clerk	Patricia	Alm	10/01/12	35.00	35.00	35.00	1.00	\$32,965.00	\$32,965	\$32,965.00	\$0.0
<input type="checkbox"/>	Principal Account Clerk	Victoria	Ruble	10/01/12	35.00	35.00	35.00	1.00	\$43,230.00	\$43,230	\$43,230.00	\$0.0
<input type="checkbox"/>	Office Specialist I	Philippa	Palek	10/01/12	35.00	35.00	35.00	1.00	\$32,625.00	\$32,625	\$32,625.00	\$0.0
<input type="checkbox"/>	Principal Clerk	Betty	Ryan	10/01/12	35.00	35.00	35.00	1.00	\$34,340.00	\$34,340	\$34,340.00	\$0.0
<input type="checkbox"/>	Clerk	Joe	Carlo	10/01/12	35.00	35.00	35.00	1.00	\$19,882.00	\$19,882	\$19,882.00	\$0.0

Total Budgeted Program Support Costs												\$186,286.00
Total Regional Adjustments												\$0.00
Total Final Budgeted Program Support Costs												\$186,286.00
Total Unbudgeted Program Support Costs												\$18,408.00

Non-Direct Staff

Vac- ant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Work- ed	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	Regional Adjustmen t
<input type="checkbox"/>				10/01/10						\$0		\$0.0

Total Budgeted Non-Direct Staff Costs													\$0.00
Total Regional Adjustments													\$0.00
Total Final Budgeted Non-Direct Staff Costs													\$0.00
Total Unbudgeted Non-Direct Staff Costs													\$0.00

Competent Professional Authority

Vac-ant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Worked	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	Regional Adjustment
<input type="checkbox"/>	Nutritionist	Maureen	Bruce	10/01/12	35.00	35.00	35.00	1.00	\$49,064.00	\$49,064	\$34,345.00	\$0.00

Breastfeeding Coordinator - 30% of salary/fringe to EPC contract

<input type="checkbox"/>	Nutritionist	Lindsay	Buttenschon	10/01/12	35.00	35.00	35.00	1.00	\$30,096.00	\$30,096	\$30,096.00	\$0.00
<input type="checkbox"/>	Nutritionist	Emmie	Comstock	10/01/12	35.00	35.00	35.00	1.00	\$30,096.00	\$30,096	\$30,096.00	\$0.00
<input checked="" type="checkbox"/>	Nutritionist			10/01/12	35.00	35.00	35.00	1.00	\$26,859.00	\$26,859	\$26,859.00	\$0.00
<input type="checkbox"/>	Nutritionist	Lisa	Senk	10/01/12	35.00	35.00	35.00	1.00	\$45,508.00	\$45,508	\$45,508.00	\$0.00
<input type="checkbox"/>	Nutrition Technician	Cindy	Jones	10/01/12	35.00	35.00	35.00	1.00	\$23,984.00	\$23,984	\$23,984.00	\$0.00
<input type="checkbox"/>	Nutrition Technician	Marcus	Lupino	10/01/12	35.00	35.00	35.00	1.00	\$24,962.00	\$24,962	\$24,962.00	\$0.00
<input type="checkbox"/>	Nutrition Technician	Barbara	Paquette	10/01/12	35.00	35.00	35.00	1.00	\$42,730.00	\$42,730	\$42,730.00	\$0.00
<input type="checkbox"/>	Nutrition Technician	Stephanie	Newman	10/01/12	35.00	35.00	35.00	1.00	\$44,047.00	\$44,047	\$44,047.00	\$0.00
<input type="checkbox"/>	Nutrition Technician	Amy	Reynolds	10/01/12	35.00	35.00	35.00	1.00	\$46,229.00	\$46,229	\$46,229.00	\$0.00
<input type="checkbox"/>	Registered Nurse	Jean	Meyers	10/01/12	35.00	35.00	35.00	1.00	\$55,908.00	\$55,908	\$55,908.00	\$0.00
<input checked="" type="checkbox"/>	Register Nurse			10/01/09	35.00	35.00	35.00	1.00	\$30,427.00	\$30,427	\$0.00	\$0.00

Total Budgeted Competent Professional Authority Costs												\$404,764.00
Total Regional Adjustments												\$0.00
Total Final Budgeted Competent Professional Authority Costs												\$404,764.00
Total Unbudgeted Competent Professional Authority Costs												\$45,146.00

Fringe

Total Justified Direct Salaries: \$654,604.00

Component Name	Positions to which Component Applies / Calculation Methodology	Total Salaries	Rate (%)	Justified Amount	Budget Amount	Regional Adjustment
Health Insurance	All except employees listed below	\$508,447.00	30.52	\$155,179.00	\$155,179.00	\$0.00
Unemployment Insurance	All	\$591,050.00	0.25	\$1,478.00	\$1,478.00	\$0.00
Health Insurance	in lieu health ins payment	\$82,603.00	0.00	\$2,250.00	\$2,250.00	\$0.00
Federal Insurance Contributions Act (F.I.C.A)	All	\$591,050.00	7.65	\$45,216.00	\$45,216.00	\$0.00
Workers' Compensation	All	\$591,050.00	2.20	\$13,004.00	\$13,004.00	\$0.00
Pension/Retirement	All	\$591,050.00	13.78	\$81,447.00	\$81,447.00	\$0.00
Retirees Health Insurance	retirees	\$0.00	0.00	\$20,208.00	\$20,208.00	\$0.00
Total Justified Direct Fringe Costs						
Total Budgeted Direct Fringe Costs						
Total Regional Adjustments						
Total Final Budgeted Direct Fringe Costs						
Unbudgeted Direct Fringe Costs						

Non-Direct Fringe

Total Justified Non-Direct Salaries: \$0.00

Component Name	Positions to which Component Applies / Calculation Methodology	Total Salaries	Rate (%)	Justified Amount	Budget Amount	Regional Adjustment
Total Justified Non-Direct Fringe Costs						
Total Budgeted Non-Direct Fringe Costs						
Total Regional Adjustments						
Total Final Budgeted Non-Direct Fringe Costs						

Unbudgeted Direct Non-Fringe Costs

Space

Site Number	Site Name	Site Type	Site is Open	Estimated Target Caseload	Justified Cost	Budgeted Cost	Regional Adjustment
3	Queen Village Bible Church, Camden	Temporary	Y	150	\$0.00	\$0.00	\$0.00
4	Holy Family Church, Vernon	Temporary	Y	20	\$0.00	\$0.00	\$0.00
5	Living Faith Bible Church, Sauguiot	Temporary	Y	60	\$0.00	\$0.00	\$0.00
6	Boonville United Church	Temporary	Y	150	\$0.00	\$0.00	\$0.00
7	Village of Waterville Community Room	Temporary	Y	100	\$0.00	\$0.00	\$0.00
8	Mohawk Valley Community College	Temporary	Y	100	\$0.00	\$0.00	\$0.00
9	Holland Patent Presbyterian Church	Temporary	Y	80	\$600.00	\$600.00	\$0.00
1	Oneida County WIC	Permanent	Y	3,500	\$39,250.00	\$39,250.00	\$0.00
15	Cornell Cooperative Extension - Oneida	Temporary	Y	40	\$0.00	\$0.00	\$0.00
2	Rome	Permanent	Y	1,800	\$12,550.00	\$12,550.00	\$0.00
Total Justified Space Costs					6,000	\$52,400.00	
Total Budgeted Space Costs					6,000	\$52,400.00	
Total Regional Adjustment						\$0.00	
Total Final Budgeted Space Costs						\$52,400.00	
Total Unbudgeted Space Costs						\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustm
3	Queen Village Bible Church, Camden	Temporary	150	\$0.00	\$0.00	\$0.00

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g. CHURCH)

What is the square footage of this site? 1,000

How many Program Support Staff work at this site (the average number of people in a day)? 4

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box

Floor/Room Number

City

State NY ZIP

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	<input checked="" type="checkbox"/> 1,000	<input checked="" type="checkbox"/> 100.00	\$0.00	\$0.00	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount
Fixed		\$0.00	\$0.00	\$0.00	\$0.00
Janitor		\$0.00	\$0.00	\$0.00	\$0.00
Utilities		\$0.00	\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
Repair		\$0.00	\$0.00	\$0.00	\$0.00
Renovation		\$0.00	\$0.00	\$0.00	\$0.00
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustm
4	Holy Family Church, Vernon	Temporary	20	\$0.00	\$0.00	\$

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g, CHURCH)

What is the square footage of this site? 1,000

How many Program Support Staff work at this site (the average number of people in a day)? 3

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened ? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box
 Floor/Room Number
 City
 State NY ZIP

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	<input checked="" type="checkbox"/> 1,000	<input checked="" type="checkbox"/> 100.00	= \$0.00	- \$0.00	=	

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount
Fixed		\$0.00	\$0.00	\$0.00	\$0.00
Janitor		\$0.00	\$0.00	\$0.00	\$0.00
Utilities		\$0.00	\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
Repair		\$0.00	\$0.00	\$0.00	\$0.00
Renovation		\$0.00	\$0.00	\$0.00	\$0.00
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustm
5	Living Faith Bible Church, Sauguiot	Temporary	60	\$0.00	\$0.00	\$0.00

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g. CHURCH)

What is the square footage of this site? 700

How many Program Support Staff work at this site (the average number of people in a day)? 3

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened ? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box
 Floor/Room Number
 City
 State NY ZIP

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	X 700	X 100.00	= \$0.00	\$0.00	=	\$0.00
						\$0.00

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount
Fixed		\$0.00	\$0.00	\$0.00	\$0.00
Janitor		\$0.00	\$0.00	\$0.00	\$0.00
Utilities		\$0.00	\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
Repair		\$0.00	\$0.00	\$0.00	\$0.00
Renovation		\$0.00	\$0.00	\$0.00	\$0.00
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustm
6	Boonville United Church	Temporary	150	\$0.00	\$0.00	\$

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g., CHURCH)

What is the square footage of this site? 800

How many Program Support Staff work at this site (the average number of people in a day)? 4

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box
 Floor/Room Number
 City
 State NY ZIP

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount	Justified Amount	Budgeted Amount
\$0.00	X 800	X 100.00	= \$0.00	- \$0.00	=		\$0.00	\$0.00

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount
Fixed		\$0.00	\$0.00	\$0.00	\$0.00
Janitor		\$0.00	\$0.00	\$0.00	\$0.00
Utilities		\$0.00	\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
Repair		\$0.00	\$0.00	\$0.00	\$0.00
Renovation		\$0.00	\$0.00	\$0.00	\$0.00
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustm
7	Village of Waterville Community Room	Temporary	100	\$0.00	\$0.00	\$0.00

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g. CHURCH)

What is the square footage of this site? 700

How many Program Support Staff work at this site (the average number of people in a day)? 4

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box
 Floor/Room Number
 City
 State NY ZIP

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	<input checked="" type="checkbox"/> 700	<input checked="" type="checkbox"/> 100.00	= \$0.00	\$0.00	=	

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount
Fixed		\$0.00	\$0.00	\$0.00	\$0.00
Janitor		\$0.00	\$0.00	\$0.00	\$0.00
Utilities		\$0.00	\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
Repair		\$0.00	\$0.00	\$0.00	\$0.00
Renovation		\$0.00	\$0.00	\$0.00	\$0.00
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustm
8	Mohawk Valley Community College	Temporary	100	\$0.00	\$0.00	\$

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g. CHURCH)

What is the square footage of this site? 2,500

How many Program Support Staff work at this site (the average number of people in a day)? 4

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened ? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box
 Floor/Room Number
 City
 State NY ZIP

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WTC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	X 2,500	X 100.00	= \$0.00	- \$0.00	= \$0.00	\$0.00

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount
Fixed		\$0.00	\$0.00	\$0.00	\$0.00
Janitor		\$0.00	\$0.00	\$0.00	\$0.00
Utilities		\$0.00	\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
Repair		\$0.00	\$0.00	\$0.00	\$0.00
Renovation		\$0.00	\$0.00	\$0.00	\$0.00
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustm
9	Holland Patent Presbyterian Church	Temporary	80	\$600.00	\$600.00	\$0.00

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g., CHURCH)

What is the square footage of this site? 600

How many Program Support Staff work at this site (the average number of people in a day)? 3

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box
 Floor/Room Number
 City
 State NY ZIP

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount	Justified Amount	Budgeted Amount
\$0.00	X 600	X 0.00	= \$0.00	\$0.00	=	\$0.00	\$0.00	\$0.00

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount
Fixed	\$50.00 per month for room use	\$600.00	\$600.00	\$0.00	\$600.00
Janitor		\$0.00	\$0.00	\$0.00	\$0.00
Utilities		\$0.00	\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
Repair		\$0.00	\$0.00	\$0.00	\$0.00
Renovation		\$0.00	\$0.00	\$0.00	\$0.00
Space Cost Totals		\$600.00	\$600.00	\$0.00	\$600.00

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustm
1	Oneida County WIC	Permanent	3,500	\$39,250.00	\$39,250.00	\$

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g. CHURCH)

What is the square footage of this site? 2,808

How many Program Support Staff work at this site (the average number of people in a day)? 4

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 8

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box
 Floor/Room Number
 City
 State NY ZIP

Shipping Address Same as Mailing Address

Street Address
 Floor/Room Number
 City
 State NY ZIP

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	X 2,808	X 100.00	= \$0.00	- \$0.00	= \$0.00	\$0.00

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount
Fixed	Fixed rent	\$39,000.00	\$39,000.00	\$0.00	\$39,000.00
Janitor		\$0.00	\$0.00	\$0.00	\$0.00
Utilities		\$0.00	\$0.00	\$0.00	\$0.00
Other	Security System annual charge	\$250.00	\$250.00	\$0.00	\$250.00
Repair		\$0.00	\$0.00	\$0.00	\$0.00
Renovation		\$0.00	\$0.00	\$0.00	\$0.00
Space Cost Totals		\$39,250.00	\$39,250.00	\$0.00	\$39,250.00

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustm
15	Cornell Cooperative Extension - Oneida	Temporary	40	\$0.00	\$0.00	\$

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g. CHURCH)

What is the square footage of this site? 325

How many Program Support Staff work at this site (the average number of people in a day)? 1

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open 10/1/10

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box
 Floor/Room Number
 City
 State NY ZIP

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WTC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	X 325	X 100.00	= \$0.00	- \$0.00	= \$0.00	\$0.00

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount
Fixed		\$0.00	\$0.00	\$0.00	\$0.00
Janitor		\$0.00	\$0.00	\$0.00	\$0.00
Utilities		\$0.00	\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
Repair		\$0.00	\$0.00	\$0.00	\$0.00
Renovation		\$0.00	\$0.00	\$0.00	\$0.00
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustm
2	Rome	Permanent	1,800	\$12,550.00	\$12,550.00	\$

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g, CHURCH)

What is the square footage of this site? 1,025

How many Program Support Staff work at this site (the average number of people in a day)? 2

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 3

What is the first day of this fiscal year the site was opened ? Please provide an estimated date for any site not currently open) 6/3/11

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box		Shipping Address <input checked="" type="checkbox"/> Same as Mailing Address	
Floor/Room Number		Street Address	
City		Floor/Room Number	
State		City	
NY	ZIP	NY	ZIP

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$12.00	1,025	100.00	\$12,300.00	\$0.00	\$12,300.00	\$12,300.00

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount
Fixed		\$0.00	\$0.00	\$0.00	\$0.00
Janitor		\$0.00	\$0.00	\$0.00	\$0.00
Utilities		\$0.00	\$0.00	\$0.00	\$0.00
Other	Security System - Annual Charge	\$250.00	\$250.00	\$0.00	\$250.00
Repair		\$0.00	\$0.00	\$0.00	\$0.00
Renovation		\$0.00	\$0.00	\$0.00	\$0.00
Space Cost Totals		\$12,550.00	\$12,550.00	\$0.00	\$12,550.00

Other Non-Personal Services (ONPS) Summary Page

Category	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
Program Operations	\$39,495.00	\$28,230.00	\$0.00	\$28,230.00
Travel	\$15,300.00	\$9,000.00	\$0.00	\$9,000.00
Equipment	\$2,550.00	\$2,550.00	\$0.00	\$2,550.00
Audit	\$0.00	\$0.00	\$0.00	\$0.00
ONPS Other	\$144,405.00	\$131,405.00	\$0.00	\$131,405.00
Total Justified ONPS Costs	\$201,750.00			
Total Budgeted ONPS Costs	\$171,185.00			
Total Regional Adjustments	\$0.00			
Total Final ONPS Costs	\$171,185.00			
Total Unbudgeted ONPS Costs	\$30,565.00			

Program Operations

Description	Justification	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
Office Supplies	pens, paper, envelopes, miscellaneous supplies,	\$10,000.00	\$4,549.00	\$0.00	\$4,549.00
Medical Supplies	gloves, lancets, band-aids, disinfectant, hand sanitizer, sharps containers	\$4,500.00	\$3,500.00	\$0.00	\$3,500.00
Education Materials	Handouts for group education	\$3,000.00	\$500.00	\$0.00	\$500.00
Printing	necessary forms to comply with program requirements	\$2,000.00	\$1,000.00	\$0.00	\$1,000.00
Equipment Leases	2 - copiers	\$1,051.00	\$1,051.00	\$0.00	\$1,051.00
Telecommunications	Details on next sheet	\$12,444.00	\$12,444.00	\$0.00	\$12,444.00
Postage	\$500 per month x 12 months	\$6,500.00	\$5,186.00	\$0.00	\$5,186.00
Total Justified Program Operations Costs		\$39,495.00			
Total Budgeted Program Operations Costs		\$28,230.00			
Total Regional Adjustments		\$0.00			
Total Final Budgeted Program Operations Costs		\$28,230.00			

Total Unbudgeted Program Operations Costs

Program Operations - Telecommunications Detail

Expense Name	Monthly Cost	Number of Lines Allocated to Program	Number Of Months	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional
Office phones and fax machines	\$90.00	7	12	\$7,560.00	\$7,560.00	\$0.00	\$7,560.00	
Cell Phone	\$20.00	3	12	\$720.00	\$720.00	\$0.00	\$720.00	
POTS Line	\$30.00	2	12	\$720.00	\$720.00	\$0.00	\$720.00	
Internet Service	\$287.00	1	12	\$3,444.00	\$3,444.00	\$0.00	\$3,444.00	Required by purchasing f
Total Telecommunications Cost				\$12,444.00	\$12,444.00	\$0.00	\$12,444.00	

Travel

Local Travel

Justification	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
Necessary expenses to maintain WIC vehicles, supplies - \$1500, repairs \$2300, Gas and oil \$3500	\$7,300.00	\$5,000.00	\$0.00	\$5,000.00

Non - Local Travel

Description/Location	Total # Positions/Titles	Anticipated Date(s) of Travel	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
NYS DOH monthly meetings, staff development trainings, WIC Association Conference, New Staff Training	11 CPAs, 6 Clerks		\$8,000.00	\$4,000.00	\$0.00	\$4,000.00
Total Justified Travel Costs			\$15,300.00			
Total Budgeted Travel Costs			\$9,000.00			
Total Regional Adjustment			\$0.00			
Total Final Budgeted Travel Costs			\$9,000.00			

Total Unbudgeted Travel Costs

\$6,300.00

Equipment

Item Description	Quantity Requested	Replacement	Use at Site #s	Purpose/Explanation of Need for Item	Unit Cost	Justified Amount (Unit Cost * Quantity)	Budget Amount	Regional Adjustment
Office Chairs/Furniture	3	<input checked="" type="checkbox"/>	1 and 2	Cost to replace chairs due to normal wear and tear from daily use	\$250.00	\$750.00	\$750.00	\$0.00
Desks	2	<input type="checkbox"/>	2	Needed to furnish new shared coordinator/breastfeeding office	\$500.00	\$1,000.00	\$1,000.00	\$0.00
Desktop Computer	1	<input type="checkbox"/>	2	Needed for computer access in new office	\$800.00	\$800.00	\$800.00	\$0.00
Total Justified Equipment Costs						\$2,550.00		
Total Budgeted Equipment Costs						\$2,550.00		
Total Regional Adjustments						\$0.00		
Total Final Budgeted Equipment Costs						\$2,550.00		

Total Unbudgeted Equipment Costs

\$0.00

Audit

Audit Costs	
Time Period of Audit for Which Funding is Requested (Agency Fiscal Year, not necessarily the WIC Local Agency contract year):	Start Date:
	End Date:
Estimated Date the Audit Will be Submitted to the State* (The audit is due to both Clearinghouses either nine (9) months after the end of the sponsoring agency's fiscal year OR within 30 days of the audit completion date, whichever comes first.)	
Methodology to Calculate the Amount Requested:	
A.) Total Cost of Audit (Total cost for entity-wide financial AND A-133 Single Audit)	
B.) Total Sponsoring Agency Expenditures for Period Audited (Total entity expenditures per Statement of Activities or Expenses in financial report for ALL programs including WIC and redeemed WIC Food Checks)	
C.) Total WIC Local Agency Contract Expenditures for Period Audited (Includes all WIC Contract dollars expended during the audit period PLUS all redeemed WIC Food Checks, Breast Pumps, and FMNP)	
D.) Percent of WIC Contract Expenditures to Agency Total Expenditures (C / B) (To 2 decimal places)	0.00 %
E.) Maximum Allowable WIC Program Share of Audit Cost (A x D)	\$0.00
Total Budgeted Audit Cost	
Regional Adjustment	\$0.00
Total Final Budgeted Audit Cost	\$0.00
Total Unbudgeted Audit Cost	\$0.00

Other Non-Personal Services (ONPS) Other

Item Description	Purpose/Explanation of Need for Item	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Ad
Miami Interpreter Services	Multicultural Association of Medical Interpreters provides trained interpreters for speakers of limited English	\$8,000.00	\$5,000.00	\$0.00	\$5,000.00	Pro Bur nee inte
Russian Interpreter Services	Large Russian ESL participants at the Mohawk Valley Temporary site.	\$720.00	\$720.00	\$0.00	\$720.00	Con inte mor
Required Dues	To maintain needed affiliation with professional organizations 3 staff @ 300 each	\$900.00	\$900.00	\$0.00	\$900.00	
Professional Liability Insurance	Required by sponsoring agency	\$18,200.00	\$18,200.00	\$0.00	\$18,200.00	Bas
Insurance- Computer Coverage	Necessary coverage for WIGSIS equipment	\$1,300.00	\$1,300.00	\$0.00	\$1,300.00	Req
WIC Coordination Contract	Contract with CGE to provide coordination of program	\$95,035.00	\$95,035.00	\$0.00	\$95,035.00	
WIC Association	Dues for WIC Association	\$250.00	\$250.00	\$0.00	\$250.00	
Nutrition Assistant Contract	Contract with private person to provide basic WIC services when not fully staffed	\$20,000.00	\$10,000.00	\$0.00	\$10,000.00	con cen
Total Justified ONPS Other Costs		\$144,405.00				
Total Budgeted ONPS Other Costs		\$131,405.00				
Total Regional Adjustments		\$0.00				
Total Final Budgeted ONPS Other Costs		\$131,405.00				
Total Unbudgeted ONPS Other Costs		\$13,000.00				

Indirect Costs

Supported Indirect Rate (%)	Total Allowable Costs*	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Unbudgeted Amount
10.00	\$1,292,506.00	\$129,251.00	\$0.00	\$0.00	\$0.00	\$129,251.00

*Total Allowable Costs include all Budget lines except Non-Direct and Non-Direct Fringe. If your approved Indirect Cost Calculation Methodology excludes additional budget categories, please adjust the Total Allowable Costs accordingly.

Breast Pump Costs

Breast Pump Brand & Model	Rental	Monthly Cost	Cost Per Year	Number of Pumps	Total Pump Cost	Shipping	Justified Cost		
Ameda One Hand Breast Pump	<input type="checkbox"/>		\$12.00	20	\$240.00		\$240.00	\$240.00	
Ameda One Hand Breast Pump w/ larger flanges and inserts	<input type="checkbox"/>		\$12.00	30	\$360.00	\$0.00	\$360.00	\$360.00	
Medela Harmony (with extra 27mm breast shield)	<input type="checkbox"/>		\$270.00	2	\$540.00	\$0.00	\$540.00	\$540.00	
Hygeia EnDeare	<input type="checkbox"/>		\$660.00	1	\$660.00	\$0.00	\$660.00	\$660.00	
Hygeia EnRiche Q with personal accessory set, black deluxe tote set	<input type="checkbox"/>		\$110.00	4	\$440.00	\$0.00	\$440.00	\$440.00	
Total Breast Pump Costs								\$2,240	\$2,
Collection Kit Brand and Model									I
Medela Lactina Double Pumping System (Sterile)			\$917.50	2	\$1,835.00		\$1,835.00		
Medela Lactina Double Pumping System (Sterile)			\$917.00	1	\$917.00	\$0.00	\$917.00	\$917.00	
Hygeia EnDeare, Personal Accessory Set (case)			\$948.00	1	\$948.00	\$0.00	\$948.00	\$948.00	
Ameda Dual Hygiene Kit (with larger flanges and inserts)			\$540.00	1	\$540.00	\$0.00	\$540.00	\$540.00	
Total Collection Kit Costs								\$4,240	\$4,
Total Breast Pump & Collection Kits Costs								\$6,480	\$6

Enhanced Peer Counseling (EPC) Summary Page

Category	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
EPC Administrative Staff	\$30,008.00	\$17,998.00	\$0.00	\$17,998.00
EPC Administrative Staff Fringe	\$8,010.00	\$8,010.00	\$0.00	\$8,010.00
EPC Travel	\$1,000.00	\$500.00	\$0.00	\$500.00
EPC Equipment	\$1,500.00	\$1,000.00	\$0.00	\$1,000.00
Peer Counselors	\$17,472.00	\$8,000.00	\$0.00	\$8,000.00
EPC Other	\$500.00	\$439.00	\$0.00	\$439.00
Total Justified EPC Costs	\$58,490.00			
Total Budgeted EPC Costs	\$35,947.00			
Total Regional Adjustments	\$0.00			
Total Final Budgeted EPC Costs	\$35,947.00			
Total Unbudgeted ONPS Costs	\$22,543.00			

Enhanced Peer Counseling (EPC) Administrative Staff

This page is for local agency staff who supervise peer counselors. All peer counselors should be entered on the Enhanced Peer Counseling

Vacant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Worked	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	Regional Adjustmer
<input type="checkbox"/>	Breastfeeding Coordinator	Maureen	Bruce	10/01/09	35.00	10.50	10.50	0.30	\$49,064.00	\$14,720	\$14,720.00	\$0.00
<input type="checkbox"/>	Peer Counselor Coordinator	Ginger	Swasey	10/01/09	35.00	21.00	21.00	0.60	\$25,480.00	\$15,288	\$3,278.00	\$0.00

Total Budgeted EPC Administrative Staff Costs												\$17,998.00	
Total Regional Adjustments												\$0.00	
Total Final Budgeted EPC Administrative Staff Costs												0.43	\$17,998.00
Total Unbudgeted EPC Administrative Staff Costs												0.47	\$12,010.00

Fringe

Total Justified Direct Salaries: \$654,604.00

Component Name	Positions to which Component Applies / Calculation Methodology	Total Salaries	Rate (%)	Justified Amount	Budget Amount	Regional Adjustment
Health Insurance	BF Coordinator	\$14,720.00	30.52	\$4,493.00	\$4,493.00	\$0.00
Unemployment Insurance	BF Coordinator	\$14,720.00	0.25	\$37.00	\$37.00	\$0.00
Federal Insurance Contributions Act (F.I.C.A.)	BF Coordinator	\$14,720.00	7.65	\$1,127.00	\$1,127.00	\$0.00
Workers' Compensation	BF Coordinator	\$14,720.00	2.20	\$324.00	\$324.00	\$0.00
Pension/Retirement	BF Coordinator	\$14,720.00	13.78	\$2,029.00	\$2,029.00	\$0.00
Total Justified Direct Fringe Costs						
Total Budgeted Direct Fringe Costs						
Total Regional Adjustments						
Total Final Budgeted Direct Fringe Costs						

Unbudgeted Direct Fringe Costs

Enhanced Peer Counseling Travel

Local Travel

Justification	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
			\$0.00	\$0.00

Non - Local Travel

Description/Location	Total # Positions/Titles	Anticipated Date(s) of Travel	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
Travel to meetings and trainings	1 EPC Coordinator, 1 peer counselor Coordinator, 5 peer counselors		\$1,000.00	\$500.00	\$0.00	\$500.00
Total Justified Travel Costs			\$1,000.00			
Total Budgeted Travel Costs			\$500.00			
Total Regional Adjustment			\$0.00			
Total Final Budgeted Travel Costs			\$500.00			

Total Unbudgeted Travel Costs

\$500.00

Enhanced Peer Counseling Equipment

Item Description	Quantity Requested	Replacement	Use at Site #s	Purpose/Explanation of Need for Item	Unit Cost	Justified Amount (Unit Cost * Quantity)	Budget Amount	Regional Adjustment
Cell Phones/Minutes	5	<input type="checkbox"/>	all	County cell phones for EPC's to use in between face to face counseling at sites.	\$300.00	\$1,500.00	\$1,000.00	\$0.00
Total Justified Equipment Costs						\$1,500.00		
Total Budgeted Equipment Costs						\$1,000.00		
Total Regional Adjustments						\$0.00		
Total Final Budgeted Equipment Costs						\$1,000.00		

Total Unbudgeted Equipment Costs

Enhanced Peer Counseling Peer Counselors

Vac-	First Name	Last Name	Hours Per Week	Weeks Per Year	Hourly Rate	Yearly Fringe Costs	Justified Yearly Cost	Budget Amount	Regional Adjustment	Fi Am	
<input type="checkbox"/>	Anasia	Perrolta	7.00	52	\$12.00	\$0.00	\$4,368.00	\$2,000.00	\$0.00	\$2	
<input type="checkbox"/>	Edna	Hayes	7.00	52	\$12.00	\$0.00	\$4,368.00	\$2,000.00	\$0.00	\$2	
<input type="checkbox"/>	Amber	McCann	7.00	52	\$12.00	\$0.00	\$4,368.00	\$2,000.00	\$0.00	\$2	
<input type="checkbox"/>	Caren	Libbettle	7.00	52	\$12.00	\$0.00	\$4,368.00	\$2,000.00	\$0.00	\$2	
Total Justified Peer Counselor Costs							\$17,472.00				
Total Budgeted Peer Counselor Costs								\$8,000.00			
Total Regional Adjustments									\$0.00		
Total Final Budgeted Peer Counselor Costs								\$8,000.00			
Total Unbudgeted Peer Counselor Costs								\$9,472.00			

Enhanced Peer Counseling Other Costs

Item Description	Purpose/Explanation of Need for Item	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Ad.
EPC Supplies		\$500.00	\$439.00	\$0.00	\$439.00	
Total Justified EPC Other Costs		\$500.00				
Total Budgeted EPC Other Costs		\$439.00				
Total Regional Adjustments		\$0.00				
Total Final Budgeted EPC Other Costs		\$439.00				
Total Unbudgeted EPC Other Costs		\$61.00				

ANTHONY J. PICENTE, JR.
County Executive



ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438

FN 20 12-317

July 31, 2012

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Dear Mr. Picente:

Re: 2012 Resource Allocation Plan # Y11400

We are submitting the attached Resource Allocation Plan for the year 2012 for review and approval by the Board of Legislators.

The Plan allocates funding from the New York State Office of Children and Family Services to the agencies contracting with the Oneida County Youth Bureau. It also allocates state funding of \$ 243,670 to 18 different agencies and 48 eligible municipalities in Oneida County.

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

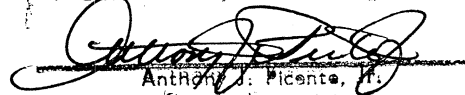
Very truly yours,


Robert J. Roth
Director, Oneida County Youth Bureau

Attachment



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


Anthony J. Picente, Jr.
County Executive
Date 8/6/12

Oneida Co. Department Youth Bureau
Y11400

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County Youth Bureau
Title of Activity or Service: Resource Allocation Plan (RAP)
Proposed Dates of Operation: January 1, 2012 to December 31, 2012
Client Population/Number to be Served: 62,265 youth throughout Oneida County

Summary Statements

Narrative Description of Proposed Services

The Resource Allocation Plan (RAP) for 2012 outlines the distribution of state funds received from the New York State Office of children and Family Services to provide youth services, delinquency prevention, recreation and runaway/homeless youth programs to the young people, whose ages include birth to 21 years, in Oneida County. In FY 2012 these funds are to be distributed to 18 agencies and 30 municipalities, which are responsible for the design and delivery of youth services at their level. All programs are monitored annually by Youth Bureau administrative staff and Advisory Board members appointed by the County Executive.

Total Funding: \$ 243,670 Account # A8830

Oneida County Dept. Funding Recommendation: \$ 243,670

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Office of Children and Family Services (NYSOCFS)

Cost Per Client Served: Varies by program

Past Performance Data: Agencies are reviewed annually to assure they meet NYS OCFS performance standards. Agencies which do not meet standards may receive a reduction in, or elimination of fund allocations.

ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
acting through Oneida
County Youth Bureau

SERVICE PROVIDER

Identified Agencies & Municipalities (attached)
within Oneida County

(Hereinafter referred to
as the County and/or Department)

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: January 1, 2012
To: December 31, 2012

COUNTY RESOLUTION NO.

Adopted on

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved O.C.F.S.	Matching Funds
Budget:	Funds:	
\$ 243,760	\$ 243,760	No County Funds Required

GENERAL LIABILITY INSURANCE:

\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County Youth Bureau, and the Service Provider referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: _____
Youth Bureau Director

Approved as to form

Oneida County Attorney

RESOURCE ALLOCATION PLAN
(Revised 12/2009)

Submitted herewith and incorporated herein is the Resource Allocation Package for Oneida County, containing the youth services program and project applications for the 2012 program year. This submission is one of the required components of the Children and Family Services Plan, which was approved by the Office of Children and Family Services (OCFS) on 5/4/11.

The signing of this plan by the above-named County will qualify the County for State reimbursement for the program year, in accordance with OCFS's allocation of funds appropriated for counties engaged in comprehensive planning for the Children and Family Services Plan, provided that the youth services are rendered in accordance with the Rules and Regulations of OCFS and the Children and Family Services Plan guidelines and OCFS Fiscal Policies and Procedures for Local Assistance Programs. Subject to the provisions hereof, the amount approved for allocation to the County is \$ 243,670.00 as delineated in the program summary submitted herewith and incorporated herein.

The County authorizes OCFS to reimburse its municipalities directly for expenditures relating to this Resource Allocation Package unless the County has notified OCFS in writing otherwise. OCFS will reimburse the County or municipality for expenditures made in accordance with the approved Program Applications and Budgets for the agencies listed on the program summary submitted herewith. Reimbursement will be made to the County or the municipality only after the submission of vouchers and supporting documents which conform to applicable federal and State laws, rules, regulations, OCFS Fiscal Policies and Procedures for Local Assistance Programs, procedures, and requirements, including those established by the Comptroller of the State of New York, and which are acceptable to OCFS as proof of expenditures. The County or municipality will submit, upon request, adequate and acceptable documentation to substantiate claims for reimbursement.

The County shall retain the overall responsibility to monitor and ensure the maintenance and availability of complete financial and project records for all programs. Within six weeks of the end of the program period, the County will submit Program Annual Reports on forms supplied by the Office of Children and Family Services.

The County agrees to permit on-site inspections and financial audits during the term of this Resource Allocation Plan and at any time thereafter by authorized representatives of OCFS and the New York State Comptroller, to keep records necessary to assure proper accounting for program funds, and to disclose fully the receipt and disposition of funds received under this Plan. The County agrees to allow OCFS, or its representatives when specifically directed by OCFS, to take possession of all books, records, and documents relating to this Plan provided, however, that OCFS will return to the County such books, records, and documents upon completion of OCFS's official purpose.

Any change or modification in the services to be rendered, or in the program budgets, must be approved in writing by OCFS, which reserves the right to modify the services rendered by the County or the program budgets at its discretion or when such modifications may be required by the State Comptroller.

OCFS may withhold approval for State Aid reimbursement for youth programs included in the Resource Allocation Package when there is noncompliance with this plan and/or the above referenced Rules, Regulations and Guidelines, or when the county does not have a Children and Family Services Plan approved by OCFS. This plan shall be deemed executory to the extent of monies made available to OCFS from the State of New York for Local Assistance programs and no liability on account thereof shall be incurred by OCFS or the State of New York beyond monies made available for such purposes.

The County certifies that a resolution was properly passed by the County Board approving this Resource Allocation Plan.

COUNTY CHIEF EXECUTIVE OFFICER:

BY: _____
Signature

DATE: _____

Print Name: Anthony J. Picente

Title: County Executive

Address: 800 Park Avenue

Utica, New York 13501

COUNTY FISCAL OFFICER:

Joseph J. Timpano
Print Name

Title: Comptroller

Address: 800 Park Ave

Utica, New York 13501

<u>SDPP A 2012</u>	\$35,991.00
<u>Workforce Development:</u>	
Probation Employment	\$2,273.00
Jail to Community	\$4,852.00
Compeer For Kids	\$2,500.00
<u>Center For Family Life and Recovery:</u>	
Sexual Abuse Treatment	\$3,140.00
Partners in Prevention	\$6000.00
Juvenile Perpetrators	\$5800.00
Teen Aggression Reduction	\$4500.00
<u>YWCA of the Mohawk Valley:</u>	
Sexual Violence Services	\$2,540.00
Sheltered Youth	<u>\$4,340.00</u>
	\$35,945
<u>SDPP B 2012</u>	\$13,803.00
Neighborhood Center – Project Aim	\$13,803.00

RECREATION 2012

\$26,981.00

JPC Children's Center

\$ 4,500.00

Boys and Girls Club - A Choice and A Chance

\$ 8,500.00

MVCAA – Center City Rec

\$ 2,790.00

Utica Safe Schools – Underground Café

\$ 3,000.00

\$18,790.00

Note:

- **\$8191.00 balance transferred to Service Programs**

SERVICE 2012

\$24,190.00

+\$ 8191.00 (rec)

+\$17,493.00(adm)

\$49,874.00

Neighborhood Center:

Outreach and Prevention

\$ 9,500.00

Co-Op Extension:

4-H Outreach

\$ 7,500.00

Better Your Own Body

\$ 1,500.00

Be Smart Don't Start

\$ 1,200.00

UCP Big Brothers/Sisters

\$ 10,000.00

YWCA Adolescent Outreach

\$ 3,200.00

Peacemaker CASA

\$ 4,500.00

Thea Bowman – Kids w/ Promise

\$ 8474.00

MHA Teens and Dreams

\$ 4,000.00

\$49,874.00

INITIATIVE 2012

\$18,609.00

Catholic Charities:

Adolescent Parenting

\$ 7000.00

Youth Development

\$ 1,750.00

Insight House – Youth Drug Prevention

\$ 3,750.00

Probation IRT

\$ 6,000.00

\$18,500.00

RUNAWAY AND HOMELESS YOUTH I \$36,990.00

RHYII = \$ 9,326.00

TOTAL RHY = \$ 46,316.00

PART I

MVCAA RHY \$18,000.00 (18,353)

PART II

Neighborhood Center Transitional Life Skills \$ 8800.00

New Horizons YWCA \$12,000.00

Evelyn's House Fam Nuturing \$ 7500.00

\$46,300.00



ANTHONY J. PICENTE, JR.
County Executive

ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438

FN 20 12-318

August 1, 2012

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

Re: Purchase of Service Agreement # Y11500

Attached for your review and approval is a Purchase of Service Agreement between the Oneida County Youth Bureau and the Oneida County Office of Workforce Development per Board Resolutions and Local Law # 3 of 1991, amending Article VIII, Section 802 of the Administration Code.

This agreement with the Oneida County Office of Workforce Development for the Probation Employment Program will locate subsidized private or public sector employment for 15 youth, ages 14 to 21 already on probation and in critical need of employment. The youth will work up to 20 hours a week. The employers will provide meaningful work and supportive supervision to the youth.

The term of this agreement is January 1, 2012 through December 31, 2012. It is the recommendation of the Youth Bureau Allocation Committee to award New York State Office of Children and Family Services funds of \$2,273.00 for the Probation Employment Program. There is no County match for these funds.

I am respectfully requesting your approval of this Purchase of Service Agreement between the Oneida County Youth Bureau and the Oneida County Office of Workforce Development.

Very truly yours,

Robert J. Roth
Director

Attachments



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

Anthony J. Picente, Jr.
County Executive

Date 8/6/12

Oneida Co. Department Youth Bureau
#Y11500

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County Office of Workforce Development

Title of Activity or Service: Probation Employment Program

Proposed Dates of Operation: January 1, 2012 to December 31, 2012

Client Population/Number to be Served: 15 At-Risk Youth, ages 14 to 21

Summary Statements

1.) Narrative Description of Proposed Services

The **Probation Employment Program** will place continued emphasis on utilizing this program for at-risk youthful offenders between the ages of 14 and 21. It is hoped that the program will reach these youth at a time in their lives when they will be able to optimally derive the maximum benefit from this program. There is need to provide constructive activity which exposes youth to a constructive life style, and which ensures that they remain in school.

2.) Program/Service Objectives and Outcomes

The **Probation Employment Program's** main objectives are to serve who have come to the attention of the justice system. This will be accomplished by:

- Obtaining a GED or high school diploma;
- Preventing the youth from dropping out of school;
- Help successful participants to enroll in higher education;
- Help successful participants to obtain unsubsidized employment;
- Prevent youth from returning to the criminal justice system.

Program Design and Staffing

The **Probation Employment** staff member responsible for the coordination of this program is the Trainer/Work Experience Coordinator, with the assistance of department staff.

Total Funding Requested \$ 2,273.00 Account # A8830.49554

Oneida County Dept. Funding Recommendation: \$ 2,273.00

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Office of Children and Family Services (NYSOCFS)

Cost Per Client Served: (A) \$ 151.53 per youth

Past Performance Data: This program has been reviewed by the Oneida County Youth Bureau and has met performance standards.

O.C. Department Staff Comments:

ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
acting through Oneida
County Youth Bureau

(Hereinafter referred to
as the County and/or Department)

SERVICE PROVIDER

Oneida County Office of Workforce Development,
a department of Oneida County
209 Elizabeth Street, 2nd Floor
Utica, New York 13501

Probation Employment Program

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: January 1, 2012
To: December 31, 2012

COUNTY RESOLUTION NO.

Adopted on

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved O.C.F.S.	Matching Funds
Budget:	Funds:	
\$2,273.00	\$2,273.00	No County Fund Match

GENERAL LIABILITY INSURANCE:

\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County Youth Bureau, and the Service Provider referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: *David Mathis*
Executive Director

By: _____
Commissioner of Social Services

By: *Robert J. Smith*
Youth Bureau Director

Approved as to form

Oneida County Attorney

Oneida County Workforce Development
Probation Employment Program

January 1, 2012 - December 1, 2012

#Y11500

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES AND YOUTH BUREAU CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving

fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant

funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and

every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or , if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
 - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.

- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service

program supported with such Federal financial assistance.

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign a Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial an/or client identifiable information concerning such youth.
- c. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure

such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health

information;

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

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

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

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

d) Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance

to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and

Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured.

Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee

will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts of omission of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One

Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by

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

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Oneida County Workforce Development

NAME OF CONTRACTED AGENCY

David L. Mathis, Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

David Mathis

7/31/12

SIGNATURE

DATE

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in
Oneida County Workforce Development #Y11500
Probation Employment Program January 1, 2012 - December 1, 2012

connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Oneida County Workforce Development

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

David L. Mathis, Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

David Mathis

7/31/12

SIGNATURE

DATE

**NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information**

Program Title: Probation Employment Program	QYDS ID# (For County Use Only):	Program Year: 2012
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Direct Services will NOT be provided by this program

FUNDING INFORMATION

Funding Category: SDDP	County: Oneida
Funding Type:	Sponsoring County/Municipality: Oneida

FUND AMOUNTS	AUTHORIZED VOUCHER SIGNEE
---------------------	----------------------------------

Total Program Amount: \$2,273.00	1.	Last Name: Mathis	
OCFS Funds Requested: \$2,273.00		First Name: David	
Youth Bureau Allocated [Youth Bureau ONLY]:		Title: Director, Workforce Development	
60% State Aid [RHYA Programs ONLY]	% Tax Match	2.	Last Name:
% Agency Cash:	% In Kind		First Name:
			Title:

AGENCY/MUNICIPALITY INFORMATION:

This Agency is: <input type="checkbox"/> Private, Not for Profit <input checked="" type="checkbox"/> Public <input type="checkbox"/> Religious Corporations			
Federal ID #: 165-6000460	Charities Reg.#:	Last Name: Rieth	First Name: Mary
Agency Website: www.ocgov.net		Title: Fiscal Manager	
Implementing Agency/Municipality: Oneida County Workforce Development		Phone Number: (315) 798-5908	Extension:
Mailing Address: 209 Elizabeth Street		Fax Number: (315) 798-5909	
Address Line 2: 2nd Floor		E-Mail: mrieth@ocgov.net	

City: Utica	State: NY	Zip Code: 13501	PERIOD OF ACTUAL PROGRAM OPERATION:	
			FROM: 1/01/12	TO: 12/31/12

EXECUTIVE DIRECTOR FOR AGENCY/MUNICIPALITY	HOURS OF OPERATION:
---	----------------------------

Last Name: Mathis	First Name: David	FROM: 8:30 a.m.	TO: 4:30 p.m.
Title: Director		<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Other (Explain)	
Phone Number: (315) 798-5908	Extension:		
Fax Number: (315) 798-5909			
E-Mail: dmathis@ocgov.net			

Check if: Joint Program

1. Name of participating municipalities: _____
 2. Name of primary disbursing municipality: _____

Check if: Purchase of Service

1. Agency providing service: _____
 2. Agency purchasing service: _____

David Mathis

EXECUTIVE DIRECTORY/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
PROGRAM BUDGET
APPENDIX B

QYDS ID: 1 5 2 8 0

FISCAL YEAR: 2 0 1 2

AGENCY/MUNICIPALITY: Oneida County Workforce Development

PROGRAM TITLE: Probation Employment Program

FUND TYPE: SDPP

FISCAL CONTACT INFORMATION:

Include Name, Phone Number, E-mail address:

Mary Rieth, Fiscal Manager, Oneida County Workforce Development
(315) 798-5908 mrieth@ocgov.net

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$	\$
TOTAL FRINGE BENEFITS			\$	\$
TOTAL PERSONAL SERVICES (1)			\$	\$

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Youth Wages	\$ 7.25	HR	\$ 2,273.00	
(based on 315 hours)	\$		\$	
	\$			
TOTAL CONTRACTED SERVICES (2)			\$ 2,273.00	\$ 2,273.00
TOTAL MAINTENANCE & OPERATION (3)			\$ 0.00	\$ 0.00

LIST EQUIPMENT TO BE PURCHASED OR RENTED:

(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS		TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$	
	\$	
TOTAL FACILITY REPAIRS (4)	\$ 0.00	\$ 0.00

TOTAL OCFS PROGRAM AMOUNT \$2,273.00

TOTAL OCFS FUNDS REQUESTED \$ 2,273.00

LIST OF OTHER FUNDING SOURCES		REIMBURSABLE TOTAL
	\$	MUNICIPAL FUNDING
	\$	OTHER SOURCES
	\$	

* USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.
USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

PROBATION EMPLOYMENT PROGRAM
PROGRAM NARRATIVE
2012

1. TARGET POPULATION

There continues to be a need in Oneida County to provide a Pre-Employment and Work Maturity Skills/Work Experience Program for Oneida County youth who have interfaced with the juvenile justice system. Oneida County Workforce Development is an experienced organization in dealing with at-risk youth and their employment needs. It's federally-funded Summer Youth Employment and Training Program has provided work experience for thousands of youth for over 30 years. During the school year, Oneida County Workforce Development serves over 200 additional youth in various training, school to work transition and employment programs. These numbers represent significant reductions from previous years due to federal funding cuts, particularly in the hard-to-serve youth area. For the past 18 years, the department (formerly Employment and Training) has assisted in the administration of the Oneida County Youth Bureau/Probation Department's Employment Program.

For FY 2012, continued emphasis will be placed on utilizing this program for at-risk youthful offenders between the ages of 14 and 21. It is hoped that the program will reach these youth at a time in their lives when they will be able to optimally derive the maximum benefit from this program. There is need to provide constructive activity which exposes youth to a constructive lifestyle, and which ensures that they remain in school.

Any youth aged 14-21 years of age that has come into contact with the criminal justice system is eligible for this program. In the past, eligible youth were those who were on probation. That has now been expanded to PINS and parolees. Program youth reside in Oneida County with the majority from the cities of Utica and Rome.

The program goal is to serve up to fifteen (15) eligible youth. Of this total, it is expected that eleven (11) or 75% will be males, while the remaining four (4) or 25% will be female. Based on past years programs, nine (9) participants or 60% will be minorities (Black or Hispanic) while the remaining six (6) will be White.

Program youth have one or more of the following risk factors, which make program participants even more difficult to serve.

- Economically disadvantaged
- Homeless
- Single parents
- Lack GED or high school diploma
- Lack of transportation options
- Extensive criminal activity

Even though the target population in this program has many risk factors, there are some strengths we hope to build on. Many of these participants are independent and are motivated by the money they earn at their work experience jobs. Some are motivated by the possibility of achieving their GED.

A number of strategies exist to attract and retain program participants. We will utilize various law enforcement agencies to attract potential participants for the Probation Employment Program. We established over the years strong linkages and networking with agencies that serve our targeted population.

The fact that we have paid work experience internships help retain participants. Strong case management is also a useful tool.

2. PROGRAM OUTCOMES

Specific Program Outcomes of the Probation Employment Program are as follows:

- Obtain a GED or High School Diploma
- Keep youth from dropping out of school
- Help successful completers enroll in higher education
- Help successful completers to get unsubsidized employment
- Keep youth away from returning to the criminal justice system

Of the fifteen (15) youth, it is expected that twelve (12) will remain out of the criminal justice system. Five (5) youth shall receive their GED or high school diploma. Three (3) youth will enter unsubsidized employment. One (1) youth will enter higher education.

3. PROGRAM DESIGN

Potential program participants are sent to the Probation Employment Program Trainer/Work Experience Coordinator. Those who fit the program are provided with individualized services. This program provides up to 100 paid hours at a work experience site set up by the coordinator. Most offender-type programs do not include paid work experience, and are usually for adults over 21 years of age. This makes the program unique. This program has the following design:

a). To serve fifteen (15) youth who are between the ages of 14 and 21 and who have come to the attention of the justice system.

b). To provide 3 hours of individualized orientation to the world of work, including pre-employment skills training, for each client. The pre-employment topics which will be covered prior to placement include:

- Making career decisions
- Using labor market information
- Preparing resumes
- Interviewing for a job
- The importance of punctuality
- Completing tasks efficiently
- Maintaining good attendance
- Demonstrating positive attitudes and good behavior
- Appropriate appearance and dress
- Exhibiting good interpersonal relations

c). To place each client who successfully completes the work orientation in subsidized work experience with a screened public or private sector employer.

d). To provide follow-up job retention counseling for each client during his/her work activity placement.

e). To assist clients with resume writing, job searches, etc.

An experienced Trainer/Work Experience Coordinator will run this program, and will work with both youth probationers and youthful offenders. He/she will spend a portion of his/her time on this program, and a portion of his/her time as the Coordinator/Case Manager for the Jail to Community Transition youth offender program. The Coordinator will also be assisted by Workforce Development staff, which consists of experienced job developers, case managers, counselors, and administrators.

f). Referrals will be made to the part-time Trainer/Work Experience Coordinator by Probation Officers and other agencies that serve our targeted population.. Clients will be between the ages of 14 and 21 and will have been screened by the referring Probation Officer who will have determined that the youth have the potential to benefit from participation in the program.

g). Following Intake processing by Oneida County Workforce Development, the Trainer/Work Experience Coordinator will schedule and conduct an individualized orientation training session for each client.

h). The Trainer/Work Experience Coordinator will place clients in subsidized work experience job sites. Public or private sector employers who have been approached to provide well-supervised work experience sites will be screened for: a) a caring attitude, b) an ability to provide meaningful work experience and c) the willingness to complete required paperwork in a timely fashion, etc.

Only youth who exhibit both a need and a willingness to work will be selected for this work experience component. Clients will work an average of 10 hours per week and be required to remain in school. If a client has already dropped out of school, he/she will be required to return to school or enroll in alternative education, GED preparation classes or a formal occupational training course.

The Trainer/Coordinator will encourage employers to provide unsubsidized employment for successful clients when and where needed. Any problems which arise will immediately be brought to the attention of the Trainer/Coordinator to ensure prompt "trouble shooting."

Work experience wage subsidies (at minimum wage) will be paid by either funds from NYS Office of Children and Family Services funded through the Oneida County Youth Bureau, or a matching amount of Workforce Investment Act (WIA) funds. These funds are necessary because of limited WIA youth funding, and also because of the participant eligibility limitations (income/age) of the WIA program.

Follow-up retention counseling will be provided on an individualized basis during each youth's work experience activity. It will be the responsibility of the Trainer/Work Experience Coordinator to ensure that the youth clients live up to their participant responsibilities and to work with the Probation Officers in this regard. This will be partially accomplished through bi-weekly visits to each client during client's work hours.

As explained earlier in this application narrative, program clients will be youths aged 14 to 21 who are referred by local Probation Officers and have the potential to benefit from participation in the program. Youth will be considered qualified for the program if they are on probation or

being considered as PINS. Eligible youthful offenders will receive a wide array of WIA services available to both in and out of school clients.

There will be a need for the Trainer/Work Experience Coordinator to work with the parents/families of participants to ensure their complete cooperation and support for their child's participation in the program. An unsupportive attitude on the part of adult family members can literally sabotage the child's successful participation. Both the Probation Officers and the Trainer/Work Experience Coordinator will be alert to this potential pitfall and seek every opportunity to avert it.

The Trainer/Work Experience Coordinator will make every attempt to place the trainee in a work experience job site which will be of interest to the youth. The available jobs will vary from clerical/maintenance jobs at public employers to store clerk/laborer positions at private sector employers. The individual job duties of each trainee will be delineated for the Coordinator in concert with the worksite employer.

4. MONITORING/EVALUATION

The Probation Employment Program will not only be monitored by the Oneida County Youth Bureau, but also by Oneida County Workforce Development. Oneida County Workforce Development administers performance-based programs. Evaluations are made based on comparing program results against program goals. On a monthly basis, this program will be evaluated by Oneida County Workforce Development's experienced staff for continuous improvement purposes.

It will be the responsibility to the Trainer/Work Experience Coordinator staff to make the appropriate youth progress evaluations. Such evaluations will compare each youth's personal goals with actual results. Youth who are performing well will be supported and encouraged for their efforts. If goals are not being met, it is the responsibility of the Coordinator to find out why, and make changes, where appropriate. For example, more individual counseling may be needed, or certain worksites or jobs may be found to be inappropriate for the youth. In particularly problematic situations, the probation officer may be called in.

On-going monitoring of sites will verify if the youth are receiving meaningful work experience. This comprehensive evaluation system will assure that the performance goals of this program are attained.

5. PERSONNEL

The Trainer/Work Experience Coordinator is an individual with experience and education in serving troubled youth. All Probation Employment Program funds are used for work experience salaries and fringe benefits. A small portion of the Coordinator's salary and fringes are paid with OCFS funds. Approximately 20% of the Coordinator's time is spent on this program. Assistance in administering this program comes from various staff of Oneida County Workforce Development. The Coordinator is supervised by the Director of Oneida County Workforce Development.

6. BOARD OF DIRECTORS

The WIA program is overseen by the Workforce Investment Board (WIB) of Herkimer, Madison and Oneida Counties, Inc. It is made up of businessmen, and representatives of educational, social services, and youth agencies.

7. AGENCY MISSION AND PAST ACCOMPLISHMENTS

Oneida County Workforce Development, formerly Oneida County Employment & Training, has been in existence for more than 25 years. Previous to JTPA, it administered Manpower and CETA programs in the 70's and early 80's. From 1982 to 2000 it functioned as the administrative entity for the Oneida-Herkimer-Madison Job Training Partnership Act Consortium. It has employees all trained in various facets of employment and training services.

On July 1, 2000, JTPA was replaced by the Workforce Investment Act. Many of the services to be provided to youth under WIA are similar to JTPA. This department has many years of experience in assisting at-risk youth.

<u>CTY</u>	<u>First</u>	<u>Last</u>	<u>Title</u>	<u>Company</u>	<u>Term</u>	<u>Status</u>
M	Wilber	Allen	Director of Personnel	Oneida LTD.	2006	Private Sector
O	Elizabeth	Bowers	VP Human Resources	ConMed Corporation	2005	Private Sector
O	Michael	Calogero	Chief Operating Officer	Zogby International	2012	Private Sector
O	Delores	Caruso	CRR	NYS Department of Labor	2012	Mandated
O	Partick	Costello	Assistant Business Manager	IBEW, Local 43	2006	Mandated
O	Burt	Danovitz	Executive Director	RCIL	2008	Mandated
O	Taras	Herbowy	Executive Director	Housing & Urban Development	2011	Mandated
H	Robin	O'Brien	President	US Care Systems	2008	Private Sector
O	Shawna	Papale	Senior VP	Mohawk Valley EDGE	2009	Mandated
H	Robert	Payne Jr.	President	U.S. Materials Handling Co.	2010	Private Sector
M	Kathleen	Rinaldo	Director	BOCES Consortium of Continuing Education	2005	Mandated
O	Gary	Scalzo	President	Scalzo, Zogby & Wittig Ins. Co.	2005	Private Sector
O	Barbara	Schram	Director of Human Resources	AmeriCU Credit Union	2005	Private Sector
H	Mark	Vivaqua	District Superintendent	Herkimer County BOCES	2010	Mandated
O	Fred	Monaco	Regional Staff Director	NYSUTA	2012	Mandated
M	John	Tracy	District Office Manager	VESID	2012	Mandated
O	Amy	Turner	Executive Director	Mohawk Valley Community Action, Inc.	2012	Mandated
H	James	Wallace	Administrator	Herkimer County	2012	Mandated
H	Mark	Feane	Economic Development	Herkimer County	2012	Mandated
H	Angela	Ramp	Branch Manager	Adecco USA	2012	Mandated
O	Philip	Williams	President	Utica School of Commerce	2012	Mandated
M	Dean	Moore	Human Resource Director	Marquardt Switches	2012	Mandated
O	Randall	VanWagoner	President	Mohawk Valley Community College	2012	Mandated
EX-OFFICIO Members						
M	Michael	Fitzgerald	Commissioner	Madison County Dept. of Social Services		Ex-Officio
H	Ervin	Fuller	Commissioner	Herkimer County Dept. of Social Services		Ex-Officio
O	Lucille	Soldato	Commissioner	Oneida County Dept. of Social Services		Ex-Officio
H	Raymond	Smith	Chair	Herkimer County Board of Legislators		Ex-Officio
M	John	Becker	Chair	Madison County Board of Supervisors		Ex-Officio
O	Anthony	Picente	County Executive	Oneida County		Ex-Officio
O	David	Mathis				
H	Karin	Zipko				
M	Lorraine	Schmidtka				

W

Distribution List Name: Youth Council

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ANTHONY J. PICENTE, JR.
County Executive



ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438

FN 20 12-319

July 23, 2012

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

Re: Purchase of Service Agreement # Y11900

Attached for your review and approval is a Purchase of Service Agreement between the Oneida County Youth Bureau and the Utica Municipal Housing Authority per Board Resolutions and Local Law # 3 of 1991, amending Article VIII, Section 802 of the Administration Code.

This agreement will assist disadvantaged youth residing in MHA housing units to complete secondary schooling and to enroll in post-secondary education. The anticipated number of youths served is 60, between the ages of 10 and 21. The program is referred to as the Teens & Dreams Program.

The term of this agreement is January 1, 2012 through December 31, 2012. This service agreement uses funding from the New York State Office of Children and Family Services in the amount of \$4,000.00. There are no County funds used.

I am respectfully requesting your approval of this Purchase of Service Agreement between the Oneida County Youth Bureau and the Utica Municipal Housing Authority.


Very truly yours,


Robert J. Roth
Director

Attachments



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


Anthony J. Picente, Jr.
County Executive

Date 7/26/12

Oneida Co. Department Youth Bureau
Y11900

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Utica Municipal Housing Authority
Title of Activity or Service: Teens & Dreams Program
Proposed Dates of Operation: January 1, 2012 to December 31, 2012
Client Population/Number to be Served: 60 Youth, ages 10 to 21

Summary Statements

1.) Narrative Description of Proposed Services

The Teens & Dreams Program will assist disadvantaged youth residing in the Adrean Terrace, N.D. Peters, and Matt Apartments to complete secondary school and enroll in post-secondary education. The program will include tutoring, mentoring, counseling, career exploration, recreation and college preparation workshops.

2.) Program/Service Objectives and Outcomes

- To maintain enrollment of 60 young persons in grades 6 thru 12, and students who would be first generation college students.
- To assess the personal, social and academic needs and skills of 80% of the students each program year and to design an annual plan for each with the goals of ensuring secondary school success and post-secondary admission and completion.
- To ensure that 70% of the participants succeed in their current year of school by providing tutorial assistance, motivational and skill oriented seminars, career advisement, providing at least three 1-hour meetings with the program staff each year of participation, and providing financial aid information;
- To engage at least 50% of the parents of students in parent-oriented activities and obtain their support and cooperation for the program as demonstrated by a Parent Survey Support Instrument Survey.
- To begin a motivational process for preparing junior and middle school students for careers by providing career and motivational talks for 70% of the students, and by giving each student an opportunity to attend a "Taste of College Day" with a career focus and to shadow an employed person.
- To sharpen 60% of the participants' career focus by connecting them with members of the business community and with community organizations and businesses through the following means: employment shadowing, mentoring, career lectures, career field trips.

- Provide admission applications, financial aid forms, and proper counseling to participants in order to meet proper college deadlines.
- By August 31 of each project year, 60% of the participants scheduled to graduate from high school will have visited a college campus and cleared college admission.
- To engage 60% of the students which the program identifies as having dropped out of high school and providing them with a special program, combining job-related experiential learning with GED preparation so that they can complete high school and go on to college.
- To follow-up 70% of participants after they go to college, communicating with them by means of a newsletter, surveys, and follow-up phone calls and visits.
- To provide ancillary services to 70% of the participants through the UMHA youth development recreational programs and other services.
- To provide 70% of participants with a teen pregnancy and substance abuse prevention program utilizing peer educators.
- Maintain a project youth advisory council that will serve as a support group for participants and promote meaningful youth involvement in program decision-making.

3.) Program Design and Staffing

Staffing consists of a Program Coordinator, responsible for meeting with staff on a weekly basis to facilitate program coordination and communication. The UMHA is overseen by an Executive Director and supported by additional staff including a Fiscal Administrator, Community Resources Director and Grant Writer.

Total Funding Requested: \$ 4,000.00

Account # A8830.49555

Oneida County Dept. Funding Recommendation: \$ 4,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Office of Children and Family Services (NYSOCFS)

Cost Per Client Served: \$ 66.67 per youth

Past Performance Data: This program has been in place since 2006 and continues to meet satisfactory performance standards.

O.C. Department Staff Comments: This program will be a part of expanded opportunities and community resources made available to the residents of these housing units now strengthened by the addition of HOPE VI grant funds.

ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
acting through Oneida County
Youth Bureau

(Hereinafter referred to
as the County and/or Department)

SERVICE PROVIDER

Municipal Housing Authority of the
City of Utica, New York
a/k/a Utica Municipal Housing
Authority
509 Second Street, STE 1
Utica, New York 13501

Teens & Dreams Program

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: January 1, 2012
To: December 31, 2012

COUNTY RESOLUTION NO.

Adopted on

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved O.C.F.S.	Matching Funds
Budget:	Funds:	
\$ 8,000.00	\$ 4,000.00	<i>No County Funds are Required</i>

GENERAL LIABILITY INSURANCE:

\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County Youth Bureau, and the Service Provider referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive
By: _____
Commissioner of Social Services

By: _____
Executive Director
By: _____
Youth Bureau Director

Approved as to form

Oneida County Attorney

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES AND YOUTH BUREAU CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant

damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by

written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the

program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
- a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or , if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of

any local, state or federal laws is pending before a governmental agency

- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance.

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign a Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial an/or client identifiable information concerning such youth.
- c. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

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

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

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

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

- d) Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.
The Contractor and any subsequent sub - contractor agrees that their staff to whom

confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

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

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

All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded.
- d. The Contractor agrees that at the completion of any scientific or statistical study,

report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt

returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be

required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The

Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts of omission of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein

before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

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

are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Municipal Housing Authority of the City of Utica, New York
NAME OF CONTRACTED AGENCY

Dr. Taras J. Herbowy, Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

July 12, 2012
DATE

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

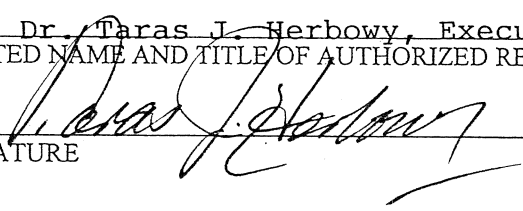
Municipal Housing Authority of the City of Utica, New York

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Dr. Paras J. Herbowy, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



July 12, 2012
DATE

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
PROGRAM BUDGET
APPENDIX B

QYDS ID:

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FISCAL YEAR:

2	0	1	2
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AGENCY/MUNICIPALITY: Municipal Housing Authority of the City of Utica, New York

PROGRAM TITLE: Teens & Dreams

FUND TYPE:

FISCAL CONTACT INFORMATION:

Include Name, Phone Number, E-mail, address:

Ms. Shelley Penge, Fiscal Administrator, Municipal Housing Authority of the City of Utica, NY, 509 Second Street, Suite 1, Utica, NY 13501; 315-735-3362, ext. 29; 315-735-3366 (Fax); spenge@uticamha.org

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Program Coordinator	\$ 1,168	W	\$ 6,000.00	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 6,000.00	\$ 3,000.00
TOTAL FRINGE BENEFITS			\$ 2,000.00	\$ 1,000.00
TOTAL PERSONAL SERVICES (1)			\$ 8,000.00	\$ 4,000.00

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$		\$ 0	
	\$		\$ 0	
	\$		0	
TOTAL CONTRACTED SERVICES (2)			\$ 0	\$ 0
TOTAL MAINTENANCE & OPERATION (3)			\$ 0	\$ 0

LIST EQUIPMENT TO BE PURCHASED OR RENTED:

(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$ 0	
	\$ 0	
	\$ 0	
TOTAL FACILITY REPAIRS (4)	\$ 0	\$ 0

TOTAL OCFS PROGRAM AMOUNT	8,000.00	\$
+ TOTAL OCFS FUNDS REQUESTED	\$ 4000.00	

LIST OF OTHER FUNDING SOURCES	TOTAL	REIMBURSABLE TOTAL
Rental Income/Fees/Central Office Cost Center	\$ 4,000.00	MUNICIPAL FUNDING
Staff assigned to grant and rate of pay may vary.	\$	OTHER SOURCES

* USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.
USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

**MUNICIPAL HOUSING AUTHORITY OF THE CITY OF UTICA, NEW YORK
TEENS & DREAMS PROGRAM**

**2012 YOUTH DEVELOPMENT DELINQUENCY
PREVENTION PROGRAM FUNDING PROPOSAL**

OCFS REQUIRED NARRATIVE

Name of Proposing Organization: Municipal Housing Authority of the City of Utica, NY

Address: 509 Second Street, STE 1; Utica, New York 13501

Contact Person: John Furman; Director of Grants, Programs, and Compliance
(315) 735-3362, ext. 34/Cell: 315-725-0974/Fax: 315-735-3366
Email: jfurman@uticamha.org

Title of Activity or Service: Teens & Dreams Program

Proposed Dates of Operation: January 1, 2012 to December 31, 2012

Daily Hours of Operation: 3:00 p.m. – 5:30 p.m., Monday-Friday; weekends as needed

Program Site: Municipal Housing Authority, Vega Martinez Center, Adrean Terrace, 1736 Armory Dr. Utica; other public housing sites as needed.

Client Population to be Served: Economically and educationally disadvantaged young people residing in the Adrean Terrace, N.D. Peters Manor, and Matt Apartments as well as other public housing developments; program will target cultural and language minorities as well as immigrant populations

Number to be Served: 60 youth

1) NARRATIVE DESCRIPTION OF PROPOSED SERVICES

A) EXECUTIVE SUMMARY

The Municipal Housing Authority of the City of Utica, New York (UMHA) is respectfully requesting a seventh year grant of \$11,000 from the Oneida County Youth Bureau to continue the operation of the Teens and Dreams Program for 2011. The program was funded by the Oneida County Youth Bureau in the amount of \$11,000 for the 2006 program year, \$9,000 for 2007, \$9,500 for 2008, \$8,000 for 2009, \$7,000 for 2010, and \$5,353.00 for 2011.

The Teens and Dreams Program is designed to assist economically and educationally disadvantaged young people residing in the Adrean Terrace, N.D. Peters Manor, and Matt Apartments complex as well as other public housing developments to complete secondary school and enroll in post-secondary education programs.

Funded by The Community Foundation of Herkimer and Oneida Counties, Inc. and the Oneida County Youth Bureau, the Municipal Housing Authority of the City of Utica, New York (UMHA) Teens and Dreams Program is designed to assist economically and educationally disadvantaged young people residing in the Adrean Terrace, N.D. Peters Manor, and Matt Apartments complex and other public housing developments to complete secondary school and enroll in post-secondary education programs. The program targets middle school youth so it can provide long-term services to the same population to ensure high school completion. Activities are conducted on year-round basis and are on-going.

Our program has targeted services to the large immigrant and refugee population in our housing development. It is designed to buffer some of the stressors confronting the new immigrants, act as a bridge between cultures, and encourage New Americans to enroll in college and university programs.

In 2006, The Community Foundation of Herkimer & Oneida Counties, Inc. and the Priscilla P. Norris Fund provided a grant of \$12,000 which allowed the UMHA to meet its match requirements for the Youth Bureau grant. In 2007, The Community Foundation provided a second year grant in the amount of \$12,000 for the program. Match for 2008, 2009, 2010, and 2011 was provided by non-governmental rental revenue of the Housing Authority.

The Teens and Dreams program achieved its enrollment goals and is meeting planned objectives. To date, the accomplishments of the program include the following: 1) enrolled 96 participants; 2) completed Individual Success Plans for participants; 3) continued the operation of a parent support group and held quarterly meetings; 4) provided financial aid counseling sessions for participants and arranged visits of six local colleges; 5) held monthly career and job readiness workshops; 6) organized a youth advisory council and held monthly meetings; 7) provided Summer Youth Employment Program job opportunities; 8) initiated an Intergenerational Safety Program to serve UMHA Seniors. 9) provided monthly career and motivational workshops; 10) conducted outreach efforts to recruit refugee youth for the program which resulted in the enrollment of 38 Russian and Somalian participants; 11) provided tutoring and homework help for After School All Star participants ages 6-10 yrs. Old; 12) sponsored community service activities for the youth including collecting food for the Rescue Mission Pantry; 13) assisted youth participants to hold a coat drive to provide winter coats for needy families living in Public Housing; 14) partnered with Junior Achievement Program to explore youth entrepreneurship opportunities. 15) initiated a Guardian Angel Program that provides safety and health benefits to senior citizens living in UMHA Developments. In the 2010-11 Program Year, twelve participants graduated from high school, twenty four obtained part-time employment, and five entered or continued in college.

The UMHA has been named a 2007 recipient of the National Housing and Redevelopment Officials (NAHRO) Award of Merit for Innovative Resident Services in connection with the Teens and Dreams Program. The award recognizes outstanding achievement and development programs throughout the U.S. NAHRO is a national association of housing authorities, municipalities, and other providers of housing and community development programs.

In 2012, the Teens and Dreams program will continue to serve 60 youth. The program will serve youth who are currently enrolled in grades 6 through 12 or who have dropped out of school. Services of the program will continue to include tutoring and mentoring, career exploration, college preparation workshops, guidance on secondary school re-entry or enrolling in GED programs, personal and career counseling, visits to college campuses, workshops and outreach for parents, mentoring, recreational programs, and special outreach to students who normally would not be served by the program. The goal of the program is to provide intensive services over a multi-year period to a targeted group of youth to ensure their success in beginning and completing post-secondary education.

B) TARGET POPULATION

The Teens and Dreams Program will serve a minimum of 60 youth in the 2012 program year. Youth served by the program will continue to be low-income residents of the Municipal Housing Authority of the City of Utica, New York managed Adrean Terrace, N.D. Peters Manor, and Matt Apartments public housing developments as well as other public housing complexes who are enrolled in the 6th through 12th grades and are potential first-generation college attendees. Dropouts in the same grades will also be eligible to participate. The target population will be economically disadvantaged youth ages 10-21 who are performing below grade level and are at risk of not completing high school. Major activities of the program will include career awareness, supplemental tutoring, and individual support services.

Of the sixty participants, 50 percent are anticipated to be males and 50% females. Eighty percent of participants are projected to be ages 10-15, while 20% will be ages 16-20.

Forty percent of the participants will be 40% White, 50% Black, and 10% Hispanic. We anticipate that at least 30% of participants will be from immigrant/refugee families.

The program will capitalize on the strengths in the target population. Many of the participants come from immigrant families who have a strong interest in taking advantage of educational and economic opportunities. Although many of the families are headed by single-family heads of household who work more than one job, parents of participants have shown great concern for their children's success in school.

The outreach strategy for the program is designed to increase general public housing resident awareness of the Teens and Dream program, recruit eligible youth, and identify hard to reach youth who are usually under-represented in youth programs. The program has recruiting brochures and posters designed to attract interest in the target population. It will utilize the following recruitment strategies to enroll participants for the program: 1) Flyers will be distributed to residents on an on-going basis. 2) Information regarding the program will be provided through the UMHA newsletter as well as resident orientation and recertification meetings. 3) Participants will be used as peer recruiters and serve as speakers at recruitment events. 4) Free community events will be held to bring residents together to learn about opportunities in the program and meet participants as well as staff. 5) Mailings will be sent to local human service, job training, educational agencies, and schools. 6) Open houses at the housing development and local schools will be held on a periodic basis to introduce residents to the services of the program. 7) Recruitment materials will be developed in multiple languages, designed to be user friendly, and will address common concerns and barriers to participation. 8) The program will request referrals from local schools, agencies, and UMHA property management staff. In order to maintain consistent participation in the program, it will offer recreational activities, field trips, and other types of incentives.

There will be equal access and treatment of all students eligible for the program. No applicant shall, on the basis of sex, racial background, national origin, religion, age, mental or physical disability, or marital status be excluded from participation in, be denied the benefits of, or be subject to discrimination under this program.

C) NEED FOR PROJECT

The Teens and Dreams Program will serve youth residing in the Adrean Terrace, N.D. Peters Manor, and Matt Apartments complex in Southeastern section of Utica. Adrean Terrace (199 units) was built in 1941 and Matt Apartments (59 units) was constructed in 1960. Youth in other public housing developments may be served. N.D. Peters Manor (92 units) was built next to Adrean Terrace in 1967. The project is adjacent to Mohawk Valley Community College and is somewhat "separated" from the rest of the residential dwellings of the area. The project area has a large concentration of low-income families with many children and teenagers and low-income elderly persons. A significant portion of the population are refugees and immigrants from Russia, Bosnia, and Somalia. For many residents, the lack of income means living with only the bare necessities of life, having no extra funds for computers, automobiles, books or games for children, membership in organizations such as the YMCA, or other leisure time activities.

A review of the records of the residents in the targeted developments indicates that a high proportion of the households are on public assistance (including TANF, SSI, SS, and /or other social service financial assistance). Of the total number of residents, 49% are on some type of public benefit assistance. It is estimated that approximately 74% of children living in the developments live in female-headed households. Positive male role models for many children from female heads of households are not available. Of the total number of households, 30% are African-Americans and Hispanics. According to our data analysis, 65% of the households include Russian, Bosnian, and Asian immigrants who have taken up residence in the Utica area. Many families in the target community live well below any poverty level established by state or federal programs. The average income for residents in the developments is \$11,225.

The developments have a total of 949 residents. Of this number, 448 are youth under 18. Approximately 50 students attending Proctor High School from these developments have been identified as at-risk students. Many UMHA residents have indicated a need for on-site after-school and summer programs for children that combine educational, technology, and recreational activities. The New York State Office of Children and Family Services has identified the City of Utica as a high need community in connection with adolescent pregnancy. According to the New York State Department of Health, the pregnancy rate for youth ages 15-19 in the 13501 zip code (including the developments) is above the state-wide average. Our outreach staff has determined that there are a significant number of teen parents living in the complex.

Based upon a survey of residents and analysis of census data, residents of these housing complexes have not participated in the trend toward increased levels of educational attainment over the last decade. More than two thirds of the adults do not have a high school diploma. An extremely small number of our residents have completed college. Far too few of young people in these developments finish secondary school, and even fewer consider college as an option for themselves. The dropout rate of youth living in these complexes is estimated to be twice the average for the City of Utica as a whole. According to the Utica City School District Attendance Officer, the noncompletion rate of students in the development is high and students who dropout are normally from immigrant families, non-English speaking, or one-parent families. Latino students are particularly at risk of dropping out of school.

In preparation of the original funding proposal for this program, the UMHA conducted a focus group and interviews with youth and parents living in the housing developments. Residents expressed the need for additional after-school programs, dropout prevention services, and programs to assist youth to attend college. Other concerns noted were that youth programs often did not reach the youth most in need and prevention programs should be culturally and age appropriate and encourage involvement of youth in planning. Finally, youth expressed great interest in attending activities outside of the housing developments and taking field trips to local campuses, employers, and cultural institutions.

Fewer resources exist today to help youth to remain in school and enroll in college. Many community programs designed to assist high-risk youth have been eliminated due to budget cuts. For example, the New York State Labor Department has discontinued funding for the PAVE and AVE programs which were operated by Oneida County Workforce Development. A significant number of public housing youth were enrolled in these programs. Students in the Utica City School District have access to some relevant services through local schools (advisement, tutoring, counseling), but program services will build upon rather than duplicate these.

To counteract these trends, the proposed Teens & Dreams Program will continue to deliver services to students in sixth through twelfth grades. Young people require motivational sessions and learning skills to start them on the path to college. The program will provide these services in a variety of ways. The intention is to whisper, then speak and finally shout the word "college" to 60 young people living in this public housing community. The program works closely with the school district and local colleges in implementing project activities. It will serve youth in two project components: the Early Intervention Initiative and the High School Component. These two components will assist young people to continue in and graduate from secondary schools and enroll in postsecondary educational programs. The design for the project takes into account the serious lack of interest and college information available to these youth, addressing these gaps with a series of activities which will help students persist in and graduate from high school and will increase postsecondary attendance as well. More importantly, it takes cognizance of the very different psychological and socio-developmental stages among various groups of youth. Thus, the project will gear Early Intervention activities to students whose self-image and independence are just beginning to emerge. For high school students and dropouts, the project will provide information about college, serious immersion in career-oriented opportunities, and academic skills training. The Teens and Dreams program is built to counter the negative factors and others which prevent young people from going to college. A continuum of services will be offered under each of the two components to the enrollees. The program will hold regular meetings with the Utica City School District to coordinate services, secure school records, and monitor student progress.

D) FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS

The Teens and Dreams Program addresses each of the Features of Positive Youth Development settings as described below:

Features of Youth Development Settings (School, Home and Community)	Development settings.
<p>Physical & Psychological Safety Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.</p>	<p>The program site is experienced as safe and secure both physically and psychologically. Interactions between youth and adults and among youth are constructive. Staff and resource persons provide training to support constructive interactions. Each youth receives orientation and training on the importance of maintaining physical and psychological safety in the program. Staff and/or participating agencies will conduct workshops on topics such as multicultural understanding, positive social interaction, conflict resolution, personal wellness, setting personal goals, and drug prevention.</p>

<p>Appropriate Structure Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.</p>	<p>Young people and adults are expected to perform well and hold themselves to high standards of behavior. Agreement is developed within the program and among mentors about expectations and communicated to all. Young people know how they are doing and have opportunities to advance or improve. Staff will explain program goals, responsibilities of participants, and schedule of activities. An Individual Success Plan with appropriate academic, counseling, financial aid information and other services for each participant will be developed. The program will have a schedule of activities, but it will be modified to meet individual needs.</p>
<p>Supportive Relationship Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.</p>	<p>Between adults and youth, and among youth, there is opportunity for and expression of warmth, caring, connectedness, good communication, support, guidance, secure attachment and responsiveness. The program will recruit volunteers and mentors to ensure that each young person has at least one caring adult relationship. Participants will take part in a series of career field trips: trips to work sites and "Taste of College Days" where participants spend a day at a local college. Participants will be given the opportunity to shadow one person per year for a day, following them through the work day in order to learn more about particular occupations.</p>
<p>Opportunities to Belong Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disabilities; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.</p>	<p>The program provides opportunities for meaningful inclusion of young people regardless of their gender, ethnicity, sexual orientation, or disabilities. Training is provided to participants to increase their multi-cultural understanding and tolerance. The program provides opportunities for youth to participate in recreational and social events. Participants will be encouraged to enroll in UMHA youth programs and recreational opportunities such as summer camps, Pride Team, Pride Youth Store, and Kidz & Culture. The program will target immigrant and refugee youth and help these participants to become integrated into mainstream programs.</p>
<p>Positive Social Norms Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.</p>	<p>The program setting has explicit rules and guidelines, but also opportunities for youth input to these. There is limit setting, firm-enough control, continuity and predictability in relationships, clear boundaries and age-appropriate monitoring. Youth will be required to enter into a program services contract which will define participant expectations and responsibilities. Staff will schedule and hold periodic meetings with participants to monitor their progress in the program. Participants will be required to perform community service activities as part of their program contract.</p>
<p>Support for Efficacy & Mattering Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.</p>	<p>Participants have opportunities to help shape the program. There are formal structures to support youth voice as well as transparency in the way things are run to enable everyone to understand how to access decision-making. There are opportunities to make a difference to others through service or other activities. The program will continue to maintain a youth advisory council that will serve as a support group for participants as well as promote meaningful youth involvement in program decision-making.</p>

<p>Opportunities for Skill Building Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.</p>	<p>There are opportunities to learn physical, intellectual, psychological, emotional, social skills and good habits of mind; preparation for adult employment; and opportunities to develop social and cultural skills. Learning opportunities are scaffolded to address different levels of student readiness. The program will provide career exploration and counseling, tutorial assistance, motivational and skill oriented seminars, pre-employment skills training, college preparation, and life skills training.</p>
<p>Integration of Family, School & Community Efforts Concordance; coordination and synergy among family, school and community</p>	<p>The program will connect participants with members of the business community, nonprofit organizations and higher education through the following means: employment shadowing, mentoring, career lectures, career and college field trips. It will continue to implement a collaboration of agencies to help implement services targeted to at-risk public housing youth. The program will work closely with the Utica City School District to coordinate academic enrichment and career counseling services.</p>

<p>Monitoring & Evaluation Methods</p>	
<p>Monitoring and Evaluation Methods Describe the process to be used to monitor on a regular basis. Include who is responsible, frequency, and documentation of monitoring activities. Describe the process to be used to evaluate attainment of objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how results will be used</p>	<p>The evaluation supports program goals and activities by continuously providing feedback and recommendations to project staff. Quality control methods such as customer satisfaction surveys, workshop pre-and-post tests, and review of participant data reports including report cards will ensure that performance goals are met. Ongoing evaluation activities will be utilized to make improvements to the program model based on input from project stakeholders. Surveys and focus groups of participants, partners, and stakeholders will be conducted to provide data on the program's success in meeting its objectives. The program will administer participant follow up surveys to ascertain participant outcomes.</p>

E) TOUCHSTONES LIFE AREA, GOALS, AND OBJECTIVES

Based upon New York State Office of Children and Family Services youth program standards, the following are the one Life Area and the two objectives that will guide the delivery of program services:

LIFE AREA

1ES: Economic Security

Goal 11: Youth will be prepared for their eventual economic self sufficiency.

Objective 111: Youth will have skills, attitudes and competencies to enter college, the work force or other meaningful activities.

Services, Opportunities, and Supports

011. Career Counseling

Objective 112: Young adults who can work will have opportunities for employment.

Services, Opportunities, and Supports

014. College Exploration & Readiness

2) PROGRAM SERVICE OBJECTIVES AND OUTCOMES:

A) OUTCOMES:

The following are the projected participant outcomes for the Teens and Dreams Program:

Outcome Objective 1: To expand enrollment to 60 young persons in grades six to twelve and students who would be first-generation college students, as demonstrated by intake forms.

Outcome Objective 2: To continue to assess the personal, social and academic needs and skills of 80% of the students each program year and to design an annual plan for each person with the goals of ensuring secondary school success and postsecondary admission and completion, as demonstrated by completed participant service plans.

Outcome Objective 3: To ensure that 70% of the participants succeed in their current year of school by providing tutorial assistance, motivational and skill oriented seminars, career advisement, providing at least three 1 hour meetings with the program staff each year of participation, and providing financial aid information, as demonstrated by program participation records.

Outcome Objective 4: To engage at least 70% of the parents of the students in parent-oriented activities and obtain their support and cooperation for the program, as demonstrated by a Parent Survey Support Instrument Survey.

Outcome Objective 5: To begin a motivational process of preparing junior high and middle school students for careers by providing career and motivational talks for 70% of the students, and by giving each student an opportunity to attend a "Taste of College Day" with a career focus and to shadow an employed person, as demonstrated by program participation records.

Outcome Objective 6: To sharpen 60% of the participants' career focus by connecting them with members of the business community and with community organizations and businesses through the following means: employment shadowing, mentoring, career lectures, career field trips, as demonstrated by program participation records.

Outcome Objective 7: Provide admission applications, financial aid forms, and proper counseling to 70% of eligible participants in order to meet proper college deadlines, as demonstrated by program participation records.

Outcome Objective 8: By August 31 of each project year, 70% of the participants scheduled to graduate from high school will have visited a college campus and cleared college admission, as demonstrated by program participation records.

Outcome Objective 9: To engage 60% of the students which the project identifies as having dropped out of high school and providing them with a special program, combining job-related experiential learning with GED

preparation so that they can complete high school and go on to college, as demonstrated by program participation records.

Outcome Objective 10: To follow up 80% of participants after they go to college by means of a newsletter, surveys, and follow-up phone calls and visits, as demonstrated by program logs.

Outcome Objective 11: To provide ancillary services to 70% of the participants through the UMHA youth development recreational programs and other services, as demonstrated by program participation records.

Outcome Objective 12: To provide 80% of the participants a teen pregnancy and substance abuse prevention program utilizing peer educators, as demonstrated by program participation records.

Outcome Objective 13: Maintain a project youth advisory council that will serve as a support group for participants and promote meaningful youth involvement in program decision-making, as demonstrated by program participation records.

B) MONITORING METHODS

Staff will meet as a group on a weekly basis to facilitate program coordination. The Project Coordinator will be responsible for submitting a monthly program outcomes report to senior management. The Community Resources Coordinator will be responsible for monitoring the program. We anticipate that other funders of the program will evaluate the program on a periodic basis.

C) EVALUATION METHODS

All aspects of the program will include a strong evaluation component. The program will cooperate with any OCFS-approved evaluation and make necessary records available. Evaluation methodology will be developed to determine the degree to which the project meets performance goals. The evaluation supports program goals and activities by continuously providing feedback and recommendations to project staff. Quality control methods such as monthly reports, customer satisfaction surveys, workshop pre-and-post tests, and review of participant data reports including report cards will ensure that performance goals are met. Quarterly management plans will be developed detailing program objectives, project implementation timetables, and strategies for completing program goals. Ongoing evaluation activities will be utilized to make improvements to the program model based on input from project stakeholders. A management information system will be developed to track participants, provide data on individual goal attainment and services provided, and measure leveraged resources. Surveys and focus groups of participants, partners, parents, and stakeholders will be conducted to provide data on the program's success in meeting its objectives. Advisory Council meetings will be used to periodically secure feedback from partners. The program will administer participant follow up surveys to ascertain participant outcomes.

Information entered into the MIS will be analyzed on a monthly basis. MIS information will be used to provide feedback to the staff on the status of their participants, meet specific information needs such as documenting barriers to program participation, and provide feedback to funders and members of the advisory council.

In addition to a process evaluation, the evaluator will conduct an outcome evaluation of the project. The evaluator will test the efficacy of the services delivered by the program to determine whether it has significantly resulted in participant improvements in knowledge and understanding of computers, attainment of employment and education credentials, and upgrading of skills. Follow-up surveys of clients will be conducted to collect data on participant outcomes.

Annually, an evaluation report will integrate the findings of the program and summarize the project performance. The report will address such global questions as: 1) Were program procedures carried out with fidelity to the management plan in a timely fashion? 2) Were qualified staff hired and properly oriented to the project? 3) Were the components effective in their day-to-day operations? 4) Did program partners fulfill their commitments? and 5) What was the impact on the participants and the community?

Evaluation activities will be coordinated by Mr. Furman, UMHA Grant Writer with the assistance from Advisory Committee. A local college will be asked to contribute evaluation services on an in-kind basis.

3) PROGRAM DESIGN AND STAFFING

A) PROGRAM DESIGN

UMHA's Teens & Dreams Program will be an experience-based career education/college preparation program designed to help in-school and out-of-school youngsters make realistic career choices through community vocational exploration, career counseling, and classroom instruction. The program is designed to empower eligible participants to make positive choices that will enable them to pursue post-secondary education programs. The goal of the program is to demonstrate to disadvantaged youth that alternatives exist to dead-end jobs and dropping out of school; participants will become aware of higher education and career options and realistically plan for their futures. The program will also attempt to improve the youths' basic skills, improve their attitudes toward school, and provide a supportive environment so they will complete their high school education. The major program activities will consist of: 1) academic advice and assistance in secondary school/college course selection; 2) assistance in preparing for college entrance examinations; 3) assistance in completing college admission and financial aid applications; 4) guidance on secondary school reentry or entry to alternative school programs; 5) personal and career counseling; 6) tutorial services; 7) college campuses exposure; 8) workshops and counseling for parents of participants; 9) mentoring programs; 10) special assistance to students of limited English proficiency; 11) participant follow-up; 12) teen pregnancy/STD/drug abuse prevention; 13) youth advisory council/support group; 14) youth entrepreneurship training; 15) recreation services to maintain interest of youth in program.

In 2012, the Teens & Dreams Program will serve 60 youth residing in the Adrean Terrace, N.D. Peters Manor, and Matt Apartments complex as well as other housing developments. Program facilities will continue to be located at the Community Resources Office which is situated in the Adrean Terrace development. Additional program sites include the N.D. Peters Manor Neighborhood Networks Computer Learning Center, N.D. Peters Manor Vega Martinez Community Center, local colleges, and community organizations.

The UMHA is committed to ensuring that the youth of the targeted neighborhood have the opportunity to enroll in college and become economically self-sufficient. We view this program as a long-term investment in our young people and a model program we hope to replicate at our additional housing developments.

The Teens and Dreams program will operate year round. Services will be enhanced during the summer month and school vacation periods. Activities will take place Monday – Thursday from 3:30 – 5:30 p.m., with special activities scheduled for evenings and weekends. The goal of the program is to provide long-term services to 60 participants each year. Youth will be encouraged to re-enroll in the program each year. Service levels may vary for each participant, depending upon their individual needs.

The program will take advantage of its close proximity to Mohawk Valley Community College. The UMHA and MVCC enjoy a cooperative relationship in providing services to our residents. UMHA subcontracted with MVCC to provide construction training services to its Youthbuild program participants. Additionally, MVCC students serve as tutors and mentors for the Kids N' Coaches program.

Youth involvement will be an integral activity of the program. The program will continue to sponsor a youth advisory council, which will provide input into program design, implementation, and evaluation.

The program will maximize the involvement of parents and other family members in the program. Parents of participants will be invited to periodic program meetings and asked to complete evaluations of the program. All participants are required to secure authorization from their parents and legal guardians before they can be accepted into the program. Staff will update parents on the progress of their children through the program through phone calls and evaluation reports.

The Teens and Dreams Program plans to coordinate its activities with on-going Federal, State, local, private, and community-based services. All agencies participating in the programs will be asked to serve as members of the program's advisory council. The broad goals of the community council will be to frame program policy and set priorities, plan strategies for coordinated service delivery, advocate for policy changes with regard to at-risk youth, and offer technical advice in program management. The council will meet on a periodic basis.

The Teens and Dreams program has the following unique elements which distinguish it from other community youth services:

- ✓ Although any eligible public housing youth may enroll in the program, the Teens & Dreams Program constitutes an important strategy in helping to reduce the dropout rate among New Americans and refugee youth. Immigrant youth in the City of Utica have been identified as one of the groups most likely to not complete secondary school.
- ✓ The program has created linkages with educational institutions in the community, particularly the Utica City School District and local colleges, to deliver holistic and comprehensive services to a target group of youth. Although the UMHA has had relationships with these entities in the past, the implementation of the program has enabled us to leverage new resources to help our residents.
- ✓ The program has enabled the UMHA to incorporate quality career development, employment readiness, and academic enrichment components into our on-going youth programs.
- ✓ The program has helped to create new partnerships with the business community, developed job opportunities for residents, and exposed our youth to opportunities beyond the housing project.
- ✓ The Teens & Dreams Program has developed a collaboration of agencies to help implement services targeted to at-risk public housing youth. Agency members include colleges, schools, Boys and Girls Club, Girls, Inc., and the Girl Scouts.

The program model for the Teens and Dreams Program is based upon the federally funded Talent Search and Upward Bound programs. Extensive evaluations of these programs have been conducted and show that the programs have been successful in assisting youth to remain in school and enter post-secondary education institutions.

This section will show how the services and activities will accomplish the outcome objectives of the program. The following description of the program's services is based upon each of the program objectives.

Outcome Objective 1: To expand enrollment to 60 young persons in grades six to twelve and students who would be first-generation college students, as demonstrated by intake forms.

Methods: 1. The project will continue to enroll youth into the program. It will use recruiting brochures and posters designed to attract interest among youth. 2. The UMHA resident association – Pillars of Life – will assist in resident outreach. 3. Youth already enrolled in UMHA programs will serve as peer recruiters and speakers at recruitment events. 4. Articles will be placed in the UMHA newsletter regarding the program. 5. Open houses will be held at our developments on a periodic basis to introduce youth to the services of the program. 6. Mailings will be sent to residents informing them of the program. 7. Flyers will be distributed to UMHA residents on an on-going basis to inform the public housing community of the program. 8. Recruitment materials will be developed in multiple languages, designed to be user friendly, and will address common concerns and barriers to participation.

Prior to admission to the program, the following intake/ eligibility determination procedures will be undertaken: 1. All potential participants must be identified as low-income and first-generation potential college student. 2. Youth interested in participating in the program must submit completed application forms and documentation of age. 3. An intake interview will be arranged for each student. Staff will explain program goals, responsibilities of participants, and schedule of activities. 4. Parents will need to sign authorization forms for their children to participate in the program

Objective 2: To continue to assess the personal, social and academic needs and skills of 80% of the students each program year and to design an annual plan for each person with the goals of ensuring secondary school success and postsecondary admission and completion, as demonstrated by completed participant service plans.

Methods: 1. Each participant's skills, aptitudes and potential for career/academic success will be assessed by combining traditional measures of ability, many of which may already be available, with new measures of career and academic potential. In addition to standardized test scores and academic transcripts, staff will administer the Career Assessment Performance tests. 2. Staff will develop and update an Individual Success Plan for each student with appropriate academic, counseling, financial aid information and other services. Specific services will include academic advisement and basic skills instruction, peer tutoring, computerized tutoring service, and counseling services. The Individual Success Plans will help to determine participants' ability to complete secondary school, undertake postsecondary education, and select higher education programs. All participants will be expected to have completed needs assessments, Individual Success Plans, and appropriate forms. The program will update Individual Success Plans every six months. Staff will prepare reports on 100% of participants describing students' needs and recommended actions.

Outcome Objective 3: To ensure that 70% of the participants succeed in their current year of school by providing tutorial assistance, motivational and skill oriented seminars, career advisement, providing at least three 1 hour meetings with the program staff each year of participation, and providing financial aid information, as demonstrated by program participation records.

Methods: 1. Staff will schedule and hold group meetings for the participants, tracking their Individual Success Plan with them, recording in their file all outstanding accomplishments. Students will receive help regarding the appropriate courses for college readiness. 2. Staff will coordinate a tutoring program and to link each student with tutors where needed, using college student volunteers as tutors. 3. Staff and/or participating agencies will conduct one workshop a month on the following subjects: time management, learning to learn, feeling good about yourself, setting personal goals. 4. Staff will schedule and hold three meetings per year with each individual participant, tracking their individual Success Plan with them. Participants will be advised individually regarding the various forms of financial aid available to them. Staff will schedule and conduct three meetings per year with each individual Teens & Dreams participant to track their progress in the program. Staff will record in their file all accomplishments, jobs, and plans for the future. They will provide course advisement services, make referrals to other community programs, arrange for tutorial assistance, and other services.

Staff will help students to explore a wide range of career options and choices. Participants will receive motivational counseling services and be provided opportunities to increase self-esteem. Staff will assist participants to enroll in the program's mentoring program to become acquainted with positive role models. They will help students to modify behavior patterns which can affect their present school situation and future academic progress.

Outcome Objective 4: To engage at least 70% of the parents of the students in parent-oriented activities and obtain their support and cooperation for the program, as demonstrated by a Parent Survey Support Instrument Survey.

Methods: 1. The Program Coordinator will conduct three seminars each year for parents in order to gain their assistance and support at home for their college-bound child. Subjects will include: financial aid, colleges as career preparation institutions, long range planning for college. 2. The program will encourage parents to participate in college visits. 3. Parents will be provided assistance through one-to-one counseling, seminars,

and instructional materials to provide motivation at home for school success and college attendance. 4. A self-help group of parents will be formed. 5. The program will use a Parent Survey Support Instrument Survey to measure parental involvement and seek input from parents regarding the program.

Outcome Objective 5: To begin a motivational process of preparing junior high and middle school students for careers by providing career and motivational talks for 70% of the students, and by giving each student an opportunity to attend a "Taste of College Day" with a career focus and to shadow an employed person, as demonstrated by program participation records.

Methods: 1. Participants will take part in a series of career field trips: trips to work sites and "Taste of College Days" where participants spend a day at a local college. The program will take into consideration the different needs and learning styles of younger participants.

Workshops will be held on study skills and test taking skills. In addition, participants will have an opportunity to participate in career workshops. The workshops will focus on motivational issues and the skills and habits needed to become responsible members of the workforce. Participants will be given the opportunity to shadow one person per year for a day, following them through the work day in order to learn more about particular occupations.

Outcome Objective 6: To sharpen 60% of the participants' career focus by connecting them with members of the business community and with community organizations and businesses through the following means: employment shadowing, mentoring, career lectures, career field trips, as demonstrated by program participation records.

Methods: 1. Participants will take part in a series of career field trips which will combine trips to work sites with "Taste of College" days where they can spend a day at a local college, choosing to experience a "Taste of College" in a field of study. 2. The program will schedule a series of career talks, keyed to the students' stated interests and career preferences. 3. The program will develop job shadowing and mentoring program in conjunction with local employers. 4. Participants will participate in the UMHA Youth Pride Store where they will learn entrepreneurship skills and be exposed to the business world.

Outcome Objective 7: Provide admission applications, financial aid forms, and proper counseling to 70% of eligible participants in order to meet proper college deadlines, as demonstrated by program participation records.

Methods: 1. The program will provide individual and group counseling to participants on the financial aid and admission process for higher education. 2. It will offer tutoring for the SAT exams as well as general academic tutoring and career advisement.

Each participant will receive a Financial Aid Kit and appropriate college advisement forms and materials. This material will serve as the basis for informational exploratory sessions held with the students themselves and with their parents. To provide students with a general sense of their eligibility for financial aid, UMHA will acquaint ninth and tenth graders with the basics for financial aid. The program will give detailed information to 11th graders about aid for which they are eligible. Financial aid officers from local colleges will deliver financial aid informational seminars both for students and their parents. At the twelfth grade level, students will receive assistance in completing financial aid forms.

Two key points will be made to students and their parents regarding financial aid. First, program participants will be able to qualify for college. Second, financial aid is available to finance a college education. The importance of meeting deadlines for various financial aid programs will be stressed.

Each student file will include copies of the financial aid applications that have been filled out and mailed. All participants will receive training on financial aid programs available for higher education. Seventy percent of students in the 12th grade applying for college admission will complete and submit financial aid forms.

Outcome Objective 8: By August 31 of each project year, 70% of the participants scheduled to graduate from high school will have visited a college campus and cleared college admission, as demonstrated by program participation records.

Methods: 1. The program will provide intensive assistance to participants to prepare for college admission. 2. College preparatory assistance will include campus visits and admission assistance.

To lessen fears about post-secondary education and interest students in higher education opportunities, field trips will be planned to universities and two-year community colleges. Field trips will be scheduled in coordination with local schools and colleges. The format for the field trips will include campus tours, speakers, and presentations about financial aid, admissions, student life, and academic programs. College students will be requested to discuss their experiences and attitudes toward college. Parents will be strongly encouraged to plan and attend these field trips. It is anticipated that 70% of all participants will attend field trips to local colleges and universities.

Outcome Objective 9: To engage 60% of the students which the project identifies as having dropped out of high school and providing them with a special program, combining job-related experiential learning with GED preparation so that they can complete high school and go on to college, as demonstrated by program participation records.

Methods: 1. Participants who are high school dropouts will be provided with academic advisement, tutoring, college information, and financial aid information and follow-up. 2. Each participant will be seen by a staff person and will be provided with three sessions of individualized academic advisement sessions. 3. Participants will be provided GED instruction through the BOCES ACCESS Center.

Outcome Objective 10: To follow up 80% of participants after they go to college by means of a newsletter, surveys, and follow-up phone calls and visits, as demonstrated by program logs.

Methods: 1. A newsletter will be published and will include a survey to determine status of students in college. 2. Through follow-up phone calls and visits, information on each participant will be kept up to date. 3. Counseling, referrals, and other forms of assistance will be provided to participants who have dropped out of college. 4. A Teens & Dreams Luncheon will be sponsored each Christmas Break to honor outstanding students and those who have exhibited excellent performance in college.

The Teens & Dreams newsletter will include a survey and a request that graduated students, dropouts, and enrolled students in college respond in order to advise the project of their current activities. The Teens & Dreams Program will follow up on all students who do not return the survey, asking them the questions orally and updating student files.

Outcome Objective 11: To provide ancillary services to 70% of the participants through the UMHA youth development recreational programs and other services, as demonstrated by program participation records.

Methods: 1. Participants will be encouraged to enroll in UMHA youth programs and recreational opportunities such as summer camps, Pride Team, Boy and Girl Scouts, Pride Youth Store, and Kidz & Culture.

Outcome Objective 12: To provide 80% of the participants a teen pregnancy and substance abuse prevention program utilizing peer educators and community agencies, as demonstrated by program participation records.

Methods: 1: Recruit program participants to serve as peer educators. 2. Train participants in effective prevention education and refusal skills through 3 workshops. 3. Engage community agencies to provide services. 4. Hold three workshops for other participants and other neighborhood youth.

Outcome Objective 13: Maintain a project youth advisory council that will serve as a support group for participants and promote meaningful youth involvement in program decision-making, as demonstrated by program participation records.

Methods: 1. Provide two leadership training sessions to equip participants with the necessary skills for holding group meetings. 2. Facilitate monthly meetings of the advisory council/support group.

B) STAFFING

The UMHA is the applicant and will be the grantee for the proposed Teens and Dreams Program. The UMHA Board of Commissioners makes general policy decisions and sets the parameters of authority operation. The UMHA's senior staff - the Executive Director, Fiscal Administrator, Community Resources Coordinator, and Grant Writer - will be responsible for timely implementation and oversight of the project. Dr. Taras J. Herbowy, the UMHA Executive Director, will be responsible for general project oversight and monitoring of the program to ensure that performance goals are met. David Zogby, UMHA Community Resource Director, will supervise the project. He will be responsible for designing and coordinating the program with other UMHA programs and community agencies, marketing the program to residents, and convening meetings of the advisory committee. John Furman, UMHA Director of Grants, Programs, and Compliance, will be responsible for submitting reports, overseeing the project's evaluation protocol, and assisting the project in identifying and applying for additional financing sources and ensuring program self-sufficiency. Robert Bill and David Zogby will serve as Program Coordinators and will be responsible for recruiting youth, conducting intake and enrollment activities, coordinating program elements, monitoring youth participation, providing direct program services and performing follow-up activities. Mr. Zogby will provide direct services to the youth as well. Attached is an organization chart depicting reporting and supervisory lines.

In order to ensure flexible staffing, there may be more than one Program Coordinator for the grant. Mr. Bill and Mr. Zogby may alternate as Program Coordinators for the grant. Staffing roles and responsibilities may vary according to grant funding requirements, funding availability, and personnel needs. The proposed Youth Bureau grant will be used to fund the Program Coordinator position. Please find attached the Program Coordinator job description.

UMHA has developed partnership agreements with other organizations in the community to implement its community service and youth programs. All agencies participating in the program will be members of the program's advisory council which will coordinate the activities of community agencies providing in-kind services to the program and leverage new resources to assist with the operation of the program.

The UMHA will utilize its affiliate corporation – Rebuild Mohawk Valley, Inc. (RMV) – to raise in-kind funds for the program. RMV, a private 501(c) (3) not-for-profit corporation, will apply for grants and donations on behalf of the Teens and Dreams Program and donate those gifts to the UMHA to meet match requirements.

One of UMHA's most important assets is its experienced, innovative, and committed staff. Dr. Taras J. Herbowy, UMHA's Executive Director, was former Superintendent of the Utica City School District from 1990 to 1997. Dr. Herbowy has over 35 years experience in educational administration, guidance counseling, program evaluation, and student services. Dave Zogby manages the UMHA Community Resources Department, HOPE VI Community and Supportive Services Department, ROSS and Youthbuild grants. He has over fifteen years experience in community services, youth development, and affordable housing management. John Furman, UMHA Grant Writer, has extensive experience in fund development, program compliance monitoring, training, housing development, youth programs and outcome evaluation. He has generated more than \$20 million in local, state, and federal as well as foundation and corporate funding for human service, and affordable housing. He is a graduate of the Pratt Institute Community Development Internship Program, a program for housing and community development professionals. Mr. Furman has over fifteen years experience in youth development, human services, and community outreach. Mr. Bill possess over 15 years of combined experience in youth development, recreation, and health programs.

The proposed Teens & Dreams Program will leverage considerable community resources through the use of volunteers such as mentors. It is anticipated that the program will utilize at least 10 volunteers. The

mentoring component is designed to provide an opportunity for the youth participants to be matched with successful role models in the community. Mentors will provide friendship and support during the participant's experience in the program. Mentors will also provide tutoring in basic reading and math as well as homework help. Serving as role models, mentors will interact with their youths in positive ways to increase the likelihood of success in the program. In addition, youth will be exposed to vocational opportunities through activities that include visits to the mentor's workplace and college. The program will attempt to arrange for at least one hour of mentoring activity per week and plan four large group mentor/mentee events. A recruiting and screening system of prospective mentors will be established. UMHA expects that to recruit a significant number of mentors through local colleges, the local chamber of commerce, businesses, and local service clubs. Mentors will be required to attend four orientation and training sessions. The Program Coordinator will be responsible for monitoring the activities of the mentoring program as well as training and supervising mentors. The goals of the mentoring component will be to introduce the participants to career options, integrate the participants more fully in the community, and help participants to develop confidence in a future over which he/she has control.

The UMHA plans to utilize in-kind resources from other agencies in the community such as local colleges, the Utica City School District, and voluntary agencies to provide supportive services to the participants. The Community Foundation of Herkimer and Oneida Counties, Inc. provided the required cash match for the 2006 and 2007 program. In 2008, 2009, 2010, and 2011 match dollars for this grant were provided by non-governmental revenue in the form of rental income and fees collected by the Housing Authority. We anticipate using the same matching arrangement for the proposed 2012 program.

UMHA has developed partnership agreements with other organizations in the community to implement its community service and youth programs. All agencies participating in the program will be members of the program's advisory council which will coordinate the activities of community agencies providing in-kind services to the program and leverage new resources to assist with the operation of the program.

C) BOARD OF DIRECTORS

The UMHA is a housing authority organized pursuant to New York State and Federal laws and regulations. It is an independent public benefit corporation.

The UMHA Board of Commissioners is composed of seven members. Five board members are appointed by the Mayor and two are elected by the residents. Membership of the Board is governed by state statute. State law does not allow for youth members.

Please find attached a listing of the Board of Commissioners of the UMHA.

D) AGENCY MISSION AND PAST ACCOMPLISHMENTS

MISSION

The mission of the Municipal Housing Authority of the City of Utica, New York is to be a leader in the housing industry by providing safe, clean and affordable housing opportunities to low income persons while promoting self-sufficiency, upward mobility, and customer satisfaction. Established in 1937, the UMHA was one of the first housing authorities formed in the U.S. The Housing Authority employs a staff of 62 full-time and seven part-time employees.

The Utica Municipal Housing Authority (UMHA) is the major provider of subsidized housing in Utica and operates public housing units as well as a Housing Choice rental assistance program. The Housing Authority owns and operates 999 public housing and subsidized units and is the administrator of a Section 8 rental assistance program. In April 2003, the United States Department of Housing and Urban Development (HUD) approved a grant of \$11,501,039 for the UMHA to demolish Washington Courts and build off-site replacement

housing in the Cornhill neighborhood. The UMHA has successfully administered youth, human and community service, job training, and educational programs for residents.

TEENS AND DREAMS PROGRAM ACCOMPLISHMENTS

The UMHA Teens and Dreams Program is in its seventh year of operation. The program is successfully meeting its objectives and contractual obligations. Based upon the 2010 Annual report, the program has surpassed its enrollment goal of 50 youth and has enrolled 96 youth. Individual Success Plans have been completed for all participants. Staff meets with participants on a regular basis to update the plans. The program continues to expand services and enroll new participants.

The program is presently providing tutoring assistance to participants after school and during vacations through the Neighborhood Networks Center. On-going contact is maintained with the parents. The Teens & Dreams youth participated in tours of local colleges.

Participants are engaged in the operation of our UMHA Thrift Store where they learn business and entrepreneurship skills. Career exploration seminars including guest speakers presentations are held on a regular basis. Summer Career Camps were held to expose youth to a variety of career options.

The program has provided individual and group counseling to participants on the financial aid and admission process for higher education. Currently, all of our students are participating in ancillary youth activities and services offered through the UMHA and partner agencies. Participants are enrolled in such programs as Boy Scouts, Girl Scouts, Kidz for Utica, Girls Inc., Jr. NBA/ Jr. WNBA, and the Boys and Girls Club of Utica. Some activities are located at the Adrean Terrace Vega Martinez Center and are under the supervision of the UMHA Community Resource Department. Other activities are located off site and Teen & Dreams participants are transported to the sites by staff members.

The program has created collaborations with local agencies such as the Boy and Girl Scouts, Safe Schools Program, and Mohawk Valley Community Action Agency, Inc. to deliver coordinated community teen pregnancy prevention as well as wellness programs at the housing development site.

The program has organized a youth advisory council and officers have been elected. Through this initiative, young people enrolled in the program will develop lifelong skills and values for effective citizenry and leadership development and ensure that the program reflects the needs of the participants.

The Teens and Dreams program achieved its enrollment goals and is meeting planned objectives. To date, the accomplishments of the program include the following: 1) enrolled 96 participants; 2) completed Individual Success Plans for participants; 3) continued the operation of a parent support group and held quarterly meetings; 4) provided financial aid counseling sessions for participants and arranged visits of six local colleges; 5) held monthly career and job readiness workshops; 6) organized a youth advisory council and held monthly meetings; 7) provided Summer Youth Employment Program job opportunities; 8) initiated an Intergenerational Safety Program to serve UMHA Seniors. 9) provided monthly career and motivational workshops; 10) conducted outreach efforts to recruit refugee youth for the program which resulted in the enrollment of 38 Russian and Somalian participants; 11) provided tutoring and homework help for After School All Star participants ages 6-10 yrs. Old; 12) sponsored community service activities for the youth including collecting food for the Rescue Mission Pantry; 13) assisted youth participants to hold a coat drive to provide winter coats for needy families living in Public Housing; 14) partnered with Junior Achievement Program to explore youth entrepreneurship opportunities. 15) initiated a Guardian Angel Program that provides safety and health benefits to senior citizens living in UMHA Developments. In the 2010-11 Program Year, twelve participants graduated from high school, twenty four obtained part-time employment, and five entered or continued in college.

The Teens and Dreams Program grant has yielded the following benefits for the housing authority and our residents:

1. The funding provided by the Oneida County Youth Bureau enabled the UMHA to initiate Teens & Dreams program services and begin the development of a long-term and comprehensive youth development program.
2. The program has increased the quality and quantity of positive after-school and summer activities for the youth residing in our public housing developments.
3. It has increased the number of opportunities for positive school, family, and youth interaction.
4. The program has increased our resident's access to mainstream youth development programs and helped refugee youth to become integrated into community life.
5. It has helped to raise participants' academic performance, helped at-risk youth to remain in school, and provide a supportive environment for low-income students to explore higher education and career opportunities.
6. The program has helped the UMHA to develop new collaborations and partnerships with other community agencies, higher education institutions, and the private sector.
7. It has helped the Housing Authority to diversify our funding base and create new revenue streams that will provide a solid foundation for future housing authority operations in the future.
8. The grant has enabled the UMHA to create linkages with educational institutions in the community, particularly the Utica City School District and local colleges. Although the UMHA has had relationships with these entities in the past, the implementation of the program has enabled us to leverage new resources to help our residents.
9. It has helped housing authority management and staff to continue to provide integrated property management services which combine supportive and human service programs with traditional landlord functions.

The following partnerships with the following agencies were maintained through this program:

- ✓ Mohawk Valley Community College
- ✓ Utica College
- ✓ Utica City School District
- ✓ SUNY Institute of Technology
- ✓ Girls , Inc.
- ✓ Boy Scouts
- ✓ Hamilton College
- ✓ Mohawk Valley Community Action Agency, Inc.
- ✓ Local Businesses
- ✓ St. Elizabeth College of Nursing
- ✓ Safe Schools Program.

The Teens and Dreams Program was recently honored by the national association of housing and community development agencies. It was a 2007 recipient of the National Housing and Redevelopment Officials (NAHRO) Award of Merit for Innovative Resident Services. In addition, The Community Foundation of Herkimer and Oneida Counties, Inc., which provided match funding for the 2006 Youth Bureau grant, conducted a review of the Teens and Dreams program on June 29, 2007 and was pleased with the progress of the program to date. The Community Foundation has invited the UMHA to submit a proposal to continue funding the program.

The Oneida County Youth Bureau entered into a contract with the UMHA in December 2005 in the amount of \$11,000 for the 2006 program year to operate the first year of the Teens & Dreams Program. The term of the Oneida County Youth Bureau contract from January 1, 2006 – December 31, 2006. In March 2006, The

Community Foundation of Herkimer & Oneida Counties, Inc. and the Priscilla P. Norris Fund provided a grant of \$12,000 which allowed the UMHA to meet its match requirements for the Youth Bureau grant.

The Oneida County Youth Bureau renewed funding for the program for 2007 in the amount of \$9,000. In 2007, The Community Foundation provided a second year grant of \$12,000. The Oneida County Youth Bureau provided grants of \$9,500 for 2008, \$8,000 for 2009, and \$7,000 for 2010. Match for both years was provided by non-governmental rental revenue of the Housing Authority.

PAST AGENCY ACCOMPLISHMENTS

Since 2003, the UMHA has received \$12,357,039 in new funding from HUD and other sources to implement its HOPE VI and community service, homeownership, and employment programs for residents. Each program is successfully meeting its outcomes on a timely basis. During the past two years, the housing authority has raised its public housing occupancy rate to 95%, attained high performer status, rehabilitated new public housing units and built Replacement Housing Factor units for sale to low-income families, raised authority-wide HUD assessment scores, and completed each year with a positive fund balance.

UMHA is nationally recognized for its exemplary Community Services Department and support services to its residents. It is successfully administering three Neighborhood Networks Center grants for our HOPE VI, Gilmore Village, and Adrean Terrace Apartments residents as well as family self-sufficiency, homeownership, job development and case management programs for elderly/disabled residents. UMHA has created a Community Network Coalition consisting of representatives from approximately 25 supportive service providers in Utica and Oneida County. This committee meets twice monthly to discuss programs, review specific cases, and provide a collegial environment in which the supportive service providers and case managers from the different organizations can meet.

UMHA has received a HUD Best Practice Award for its Public Housing Drug Elimination Grant Program, including its Youth Literacy Program and Youth Pride Anti-Drug Program. The Teens & Dreams Program was a 2007 recipient of the National Housing and Redevelopment Officials (NAHRO) Award of Merit for Innovative Resident Services. UMHA achieved a 100% success rate in its FY 1997 Economic Development and Supportive Services grant program, called "Opportunity Knocks," which provided job skills training, education and supportive services to 160 TANF families. It received a HUD Best Practice Award for Opportunity Knocks in 1999.

The UMHA has received awards from the National Association of Housing and Redevelopment Officials for its Community Network Coalition, Youth Entrepreneurship, Teens & Dreams and Senior programs. It was one of only 15 organizations in the U.S. recently selected for a Relatives as Parents Program by the Brookdale Foundation.

A recent HUD evaluation found that the UMHA Youthbuild successfully met its program goals including participant outcomes and housing construction. The audit disclosed that "all files reviewed were well organized and contained the appropriate information and required documentation establishing that all program participants met recognized eligibility requirements."

Through the Community Services Department, a comprehensive range of services is provided directly by UMHA staff or participating agencies: tutoring and mentoring, English as a Second Language, GED, Adult Basic Education, drug prevention, Head Start, child care, youth development, Boy and Cub Scouts, parenting education, senior services, and congregate meals. To ensure that these services meet the needs of the residents, the Community Resources Department conducts outreach, recruits residents for programs, and implements follow-up assistance and tracking services.

Our Community Service programs have benefited a significant number of residents. In 2010, the Community Resources Department provided intensive case management to 93 senior and disabled households, served

113 children in youth development, after-school, and summer enrichment programs, provided services to 96 households through the Family Self-Sufficiency Program, assisted 127 households with rent arrears, and assisted 101 residents to enroll in job training programs or access employment, educational and GED programs. To date, the Neighborhood Network Center located at Adrean Terrace/N.D. Peters Manor/Matts Apartments and Gillmore Village served 508 youth and adult residents.

HUD has recently awarded the UMHA \$1,005,000 in new funding to support the establishment of a homeownership supportive services program, a new Neighborhood Network Center at the Gillmore Village housing development, a family self-sufficiency job training program, a resident support service coordination program, and expanded case management services for our elderly and disabled residents.

The UMHA was one of 28 housing authorities nationwide and the only authority in New York State to receive a HOPE VI grant during FY 2003. Our HOPE VI project is successfully meeting its completion goals and timelines. To date, the housing authority developed 109 HOPE VI replacement rental units, and completed 40 homeownership units. UMHA coordinated and raised funds to build a playground in the HOPE VI Target Area, secured over \$1,650,000 in federal, county and state funding to finance a home improvement program, and developed a not-for-profit affiliate corporation to carry out neighborhood redevelopment efforts and expand the funding base for the housing authority. In addition, the program has successfully completed the following: relocated 59 former Washington Courts to better housing opportunities; demolished the Washington Courts complex and imminently having the property title transferred to the City of Utica for a use as an industrial site; leveraged \$36,110,773 in collateral housing and in-kind community service investments; developed a computer training center located at the Martin Luther King School; entered into 22 construction contracts with Section 3 to include minority and female business enterprises; and increased the neighborhood's tax base and property values.

The HOPE VI project significantly increased the City of Utica's tax base by returning vacant properties to the tax rolls. The total assessed value of the projects constructed through the project is approximately \$5,909,404. As a result of this new development in the HOPE VI Target Area, property values in the HOPE VI Revitalization Area increased by 33% from 2004 to 2007. The average sale price of homes in the Revitalization Area increased from \$34,560 in 2004 to \$51,846 in 2007.

UMHA has received nearly 8.2 million dollars in funding for new energy conservation and capital improvements. The project is based on energy savings identified in no-cost, comprehensive building energy audits funded by the New York State Energy Research and Development Authority (NYSERDA). The project includes installation of energy recovery ventilation, high efficiency gas furnaces and condensing boilers. UMHA is also insulating attics and replacing incandescent light bulbs with compact fluorescent lamps and older model refrigerators with energy-efficient models. HUD has awarded UMHA \$4,572,043 in both competitive and formula ARRA funds to increase energy efficiency and modernize LIPH units. The UMHA is meeting its ARRA production, obligation, and expenditure goals.

On an annual basis, the UMHA receives a formula Capital Fund Program grant from HUD to modernize its public housing developments. The housing authority has consistently met HUD production and expenditure timelines for these grants.

UMHA is nationally recognized for its exemplary Community Services Department and support services to its residents. The UMHA is successfully administering three Neighborhood Networks Center grants for our HOPE VI, Gillmore Village, and Adrean Terrace/N.D. Peters Manor/Matt developments, successfully completed Youthbuild, Family Self-Sufficiency, and ROSS Elderly/Disabled programs, and is currently implementing ROSS Family and Elderly/Disabled grants as well as Homeownership Supportive Services and ROSS Service Coordinator Programs. UMHA and its nonprofit affiliate corporation Rebuild Mohawk Valley, Inc. (RMV) received funding in the amount of \$37,000 from Oneida County Workforce Development to operate two youth corps programs to train public housing and other low-income youth in reference to "green

collar" occupations such as landscaping and apartment renovation. All youth enrolled in the program received lead work practices training.

Rebuild Mohawk Valley, Inc., a Community Housing Development Organization and related corporation of the UMHA, is an experienced developer of low-income housing and has successfully administered home repair programs. RMV is an independent private nonprofit 501(c)(3) tax exempt corporation organized under New York State law to carry out community revitalization and affordable housing development activities. The corporation was formed by the UMHA in 2003 to assist with the development of affordable housing, homeownership, community-based economic development, and other related human and community development programs and services. At least one-third of its governing board's membership consists of residents of low-income neighborhoods, other low-income community residents, or elected representative of low-income neighborhood organizations.

The UMHA designated RMV as the implementing agency for the City of Utica HOPE VI project. UMHA has entered into a subgrant agreement with RMV which details the contractual responsibilities of RMV in connection with the administration of the HOPE VI grant. UMHA has also selected RMV as the developer of the Oneida Homes homeownership development component of HOPE VI.

A total of 42 units were rehabilitated through the UMHA and the RMV Home Preservation Program which provided rehabilitation assistance to owner-occupied properties in the HOPE VI Target Area. Of the 42 units, 13 were primarily financed by the New York State Division of Housing and Community Renewal and 29 units were financed by New York State Empire State Development funds.

In conjunction with Mohawk Valley Community College, the UMHA has developed an Education Center which will offer local residents training in home renovation, construction skills, and lead safe work practices training. It will be located in the UMHA former central maintenance facility and will begin offering training programs in July 2010.

In conjunction with the UMHA, RMV is undertaking new housing development projects to build upon the success of its HOPE VI program. RMV was awarded a capital advance as well as a project rental subsidy assistance grant in the amount of \$1,137,600 from the United States Department of Housing and Urban Development (HUD) Section 811 program to construct six independent living units of subsidized rental housing for persons with disabilities in the City of Utica, New York. The City of Utica HOME program will be contributing \$363,000 to the project. RMV will be the developer while the UMHA is expected to manage the development.

The West Utica Homeownership Project, which will be developed by RMV, consists of the new construction of 7 single-family homes on vacant sites located at the site of the former Lincoln School in the West Utica neighborhood of the City of Utica. Each building will be three to four bedrooms, contain a basement and have air conditioning. Downpayment assistance to first-time homebuyers will also be provided through City of Utica HOME funds. Site work will include clearing, grading and excavation, construction of driveways, and sidewalks, finish grading and landscaping. Funding for this project will be provided by the City of Utica HOME program, New York State Division of Housing and Community Renewal, New York State Affordable Housing Corporation, and mortgage financing provided by local banks.

Due to the success of the Home Preservation Program, RMV was awarded a grant of \$300,000 from the New York State Affordable Housing Corporation to continue the operation of the Home Preservation Funding. In addition, the City of Utica HOME Program has committed to provide \$140,000 to the program. RMV has negotiated a Memorandum of Agreement with Mohawk Valley Community Action Agency, Inc. Weatherization Assistance Program to provide necessary in-kind match funding of \$70,000 for the program.

The UMHA and RMV have in place procurement and construction monitoring procedures in place. Invitations to bid as well as requests for proposal announcements are published in the local newspaper, distributed to

plan rooms, and contractor associations, distributed to Minority and Women Business Enterprises and Section 3 firms, and published on its website. Recent audits have confirmed that the agency has excellent recordkeeping, client eligibility documentation, and construction management processes and procedures to track program expenditures and ensure compliance with HUD regulations.

UNIQUE ORGANIZATIONAL STRENGTHS

The UMHA is uniquely qualified to administer the proposed program and has high quality staff to implement the project. We are confident that the program will achieve its participant outcomes. The project team proposed in this application possesses extensive experience in operating comparable programs to the Teens and Dreams Program. The UMHA is the major provider of subsidized housing in the City of Utica and operates public housing units as well as a Housing Choice rental assistance program. It has successfully administered youth, human and community service, job training, and educational programs for residents. It employs multi-lingual staff and promotes resident involvement in program decision-making through resident advisory councils and tenant elected seats on its Board. Through its own staff and resources, the UMHA has sufficient personnel and resources available to successfully operate the program. All staff is in place to operate the program.

Program management will be the responsibility of the UMHA Community Resources Department, the staff of which has considerable experience in operating successful resident self-sufficiency programs. Dr. Taras Herbowy, the UMHA Executive Director and President of RMV, has an Ed.D in Education and Leadership and Organizational Behavior from Columbia University and has over 20 years in public administration. He has served as Superintendent of Schools in Utica as well as East Providence, Rhode Island. Dr. Herbowy has been the Executive Director of the UMHA for the last four years and during this tenure the housing authority has successfully completed the HOPE VI program and created new program initiatives in housing rehabilitation and job training programs. Mr. David Zogby, the UMHA Community Resource Coordinator, has successfully administered social service, case management, and resident empowerment programs for the UMHA and other organizations. He has over fifteen years experience in providing supportive services to residents. Mr. Zogby initiated the successful UMHA Community Network Coalition consisting of 25 local agencies which helps to coordinate services for UMHA residents. He has been honored for local social service agencies such as the Family Nurturing Center for his commitment to programs serving the disadvantaged. Mr. John Furman, UMHA Grant Writer, has designed and implemented case management, counseling and supportive service programs for the UMHA and community-based organizations. He has served as a consultant to Youthbuild USA, the City of Syracuse, and local non-profit agencies. Our direct case management staff – Mary Lou Bodjak and Robert Bill – have more than thirty years in combined experience in the human services field.

The UMHA has successfully completed a HUD funded Youthbuild Program. As part of its routine monitoring protocol, HUD conducted an evaluation of the program which found that the program met its objectives and was in compliance with federal regulations. The audit states:

"The grant application proposed two training cycles that projected a total of 16 students, 10 of whom would achieve GEDs. UMHA far exceed this component of the program goal by having 31 program participants complete the program, sixteen of whom achieved GEDs. The application also projected that 70% of the participants would show literacy and numeracy gains. Tests of Adult Basic Education (TABE) results included in each individual file indicated 23 out of 31 participants increased their literacy and numeracy scores, a 71.3 percent increase. The UMHA Youthbuild application projected 10 new residential housing units would be constructed and that 10 units would be rehabilitated. All construction training activities were to be done in conjunction with the UMHA's 2002 HOPE VI Grant. The grantee actually provided assistance to 26 units...The homes... appeared to be well constructed with no visible craftsmanship deficiencies."

The UMHA is committed to the continued operation of Teens and Dreams program. It will contribute in-kind space, administrative support, and staff resources to ensure that the program meets its performance objectives.

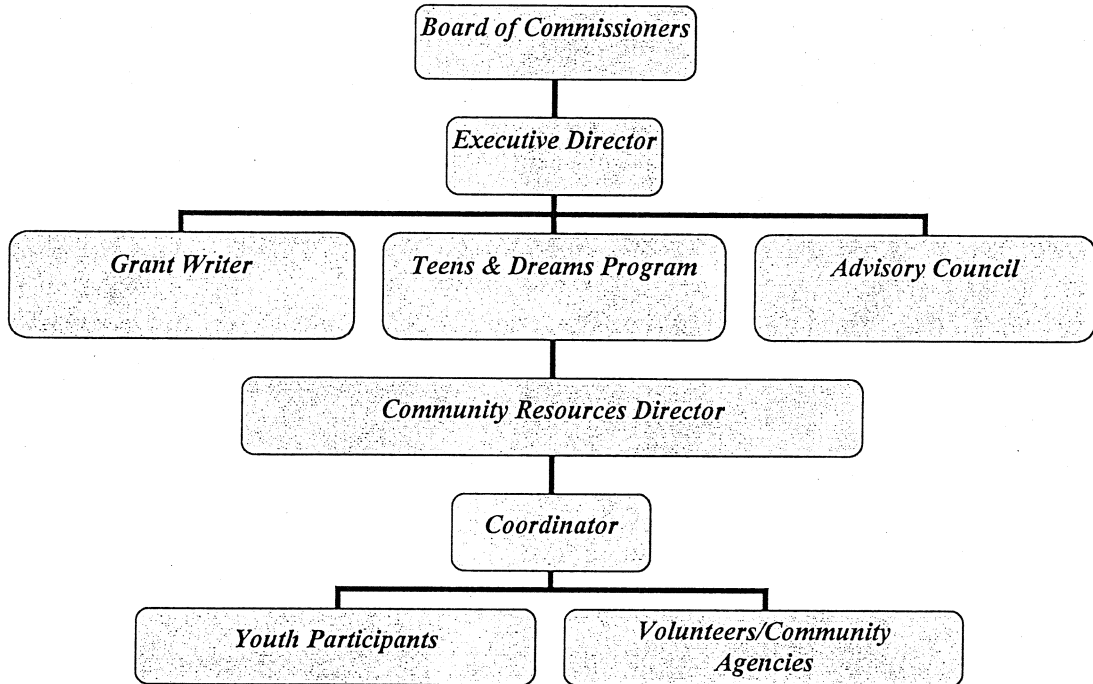
The UMHA possesses a high level of expertise and competence with respect to forming strong and long-term partnerships with local providers to implement a range of programs for its residents, including the negotiation and execution of performance-based contracts. UMHA has created a Community Network Coalition consisting of representatives from approximately 25 supportive service providers in the City of Utica and Oneida County. This committee meets twice monthly to discuss programs, review cases of specific UMHA families, and provide a collegial environment in which the supportive service providers and case managers from the different organizations can meet. The primary objective of the committee is to ensure that UMHA's residents have access to a wide array of supportive services and that the provision of these services is conducted in a coordinated and efficient fashion. Community resources available to participants include substance abuse treatment, childcare, legal assistance, mental health services, benefits assistance, primary health care, and other services. At its July 2003 conference, the National Association of Housing and Redevelopment Officials presented the UMHA with the Merit Award for Program Innovation and Resident Services to recognize the achievements of the Community Network Coalition.

The UMHA successfully manages numerous federal, state and local grants. The UMHA, with a current budget of over \$16 million, has an exemplary accounting system that provides for the following: accurate, current and complete disclosure of the financial results of each federal and state funded program; records that identify adequately the source and application of funds for federal and state sponsored activities; effective control over and accountability for all funds, property, and other assets; comparison of outlays with budget amounts; written procedures for determining the reasonableness, allocation and allowability of costs; and accounting records supported by source documentation. Fiscal records are maintained according to UMHA's policies and procedures, as prescribed by Generally Accepted Accounting Principles, HUD, the Real Estate Assessment Center, and the New York State Division of Housing and Community Renewal. The UMHA uses an automated accounting system of classified disbursements that includes procedures for appropriate signatures and backup documentation. A detailed annual audit is conducted by independent auditors. UMHA fiscal staff has had extensive experience in grants management and program accounting. The agency utilizes a computerized payroll and bookkeeping system as well as the financial management software system, which is specifically designed to meet the financial requirements of federal assistance. UMHA Fiscal Office consists of a Finance Administrator, Assistant Finance Administrator, four bookkeepers, and a cashier/tenant processing clerk.

4) TOTAL PROGRAM BUDGET

Please find attached OCFS Form 3107 – Program Budget.

*MHA Teens & Dreams
Organizational Chart*



**BOARD OF COMMISSIONERS
MUNICIPAL HOUSING AUTHORITY OF THE CITY OF UTICA, NEW YORK
509 SECOND ST.
UTICA, NY 13501**

2012

David H. Williams, Chairman
16 Geer Ave.
Utica, NY 13501

Nancy Simbari, Vice Chairwoman
1224 Hammond Ave.
Utica, NY 13501

Lou Parrotta, Vice Chairman
1220 Greenview Dr.
Utica, NY 13501

Bob Roberts, III
1605 Gibson Rd.
Utica, NY 13501

Linda Mesagna,
Perretta Twin Towers
Apt. 403A
509 Second St.
Utica, NY 13501

Chris Salatino
1103 Parkway E.
Utica, NY 13501

Marsha Baye
ND Peters Manor
Apt. H-1
Utica, NY 13501



CERTIFICATE OF LIABILITY INSURANCE

OP-ID: RL

DATE (MM/DD/YYYY)

08/04/11

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

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

PRODUCER NATHAN LANE AGENCY, INC. 545 GOFFLE ROAD WYCKOFF, NJ 07481-2937 NATHAN LANE AGENCY, INC.		201-444-5700 201-444-9157	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: UTICAMU	FAX (A/C, No):
INSURED UTICA HOUSING AUTHORITY 509 SECOND STREET UTICA, NY 13501-2450		INSURER(S) AFFORDING COVERAGE INSURER A : PRAETORIAN INSURANCE CO		NAIC #
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			H633000068-05	10/21/10	10/21/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROPERTY			H633000068-05	10/21/10	10/21/11	BLANKET 96,817,058 DED 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
WITH REGARDS TO GRANT FOR TEENS & DREAMS PROGRAM

CERTIFICATE HOLDER**CANCELLATION**

ONEIDAC

ONEIDA COUNTY YOUTH BUREAU
 209 ELIZABETH ST
 THE PAUL BUILDING, 3RD FLOOR
 UTICA, NY 13501

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

AUTHORIZED REPRESENTATIVE
NATHAN LANE AGENCY, INC.

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ANTHONY J. PICENTE, JR.
County Executive



ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438

July 23, 2012

FN 20 12-320

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Re: Purchase of Service Agreement # Y10802

Attached for your review and approval is a Purchase of Service Agreement between the Oneida County Youth Bureau and Cornell Cooperative Extension of Oneida County per Board Resolutions and Local Law # 3 of 1991, amending Article VIII, Section 802 of the Administration Code.

The agreement with Cornell Cooperative Extension of Oneida County for the Be Smart...Don't Start Tobacco Program will provide a tobacco use prevention education for children K to 6th in Oneida County. The program, in collaboration with the Faxton-St. Luke's Regional Cancer Center, will deal with social, physical and peer implications of tobacco use. Discussion Leaders will disseminate information in both K to 3rd and 4th to 6th grade components.

The term of this agreement is January 1, 2012 through December 31, 2012. Our recommendation is to allocate New York State Office of Children and Family Services funding in the amount of \$1,200.00. There is no County match for these funds.

I am respectfully requesting your approval of this Purchase of Service Agreement between the Oneida County Youth Bureau and Cornell Cooperative Extension of Oneida County.

Very truly yours,

Robert J. Roth
Director

Attachments



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

Anthony J. Picente, Jr.
County Executive
Date 7/26/12

Oneida Co. Department Youth Bureau
Y10802

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization: Cornell Cooperative Extension of Oneida County
Title of Activity or Service: Be Smart...Don't Start Tobacco Program
Proposed Dates of Operation: January 1, 2012 to December 31, 2012
Client Population/Number to be Served: 556 Youth, grades K to 6th

Summary Statements

1.) Narrative Description of Proposed Services

The *Be Smart...Don't Start Tobacco Program* is a classroom style, peer led tobacco education prevention program and is available to Oneida County elementary students. The curriculum is based on CDC guidelines for successful tobacco prevention programs and is specific for K-3 and 4-6. Topics include the social, physical and peer implications of tobacco use. Cornell Cooperative Extension and the Faxton-St. Luke's Regional Cancer Center are partnering to provide this program which uses Teen Discussion Leaders to disseminate information in both K to 3rd and 4th to 6th grade components.

2.) Program/Service Objectives and Outcomes

The *Be Smart...Don't Start Tobacco Program* outcomes are:

- 75% of the 556 student participants will identify alternatives to tobacco use through program activities that will initiate the decision-making process;
- 75% of the 3rd-6th grade students will demonstrate increased knowledge regarding the social and physical implications of tobacco use.

3.) Program Design and Staffing

The *Be Smart...Don't Start Tobacco Program* incorporates trained high school and college Discussion Leaders to teach these classes. An Oncology Nurse Educator acts as a supportive coordinator for the program. Additional staff includes CCE's Community Education Coordinator who assists by observing, guiding and evaluating the Discussion Leaders.

Total Funding Requested \$ 1,200.00 A8830.4951

Oneida County Dept. Funding Recommendation: \$ 1,200.00

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Office of Children and Family Services (NYSOCFS)

Cost Per Client Served: \$ 2.15 per youth

Past Performance Data: This program has been reviewed by the Oneida County Youth Bureau and has met performance standards.

O.C. Department Staff Comments:

ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
acting through Oneida
County Youth Bureau

SERVICE PROVIDER

Cornell Cooperative Extension of Oneida County
121 Second Street
Oriskany, New York 13424

4-H Be Smart Don't Start Program

(Hereinafter referred to
as the County and/or Department)

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: January 1, 2012
To: December 31, 2012

COUNTY RESOLUTION NO.

Adopted on

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved O.C.F.S.	Matching Funds
Budget:	Funds:	
\$ 5,262.67	\$ 1,200.00	No County Funds Required

GENERAL LIABILITY INSURANCE:

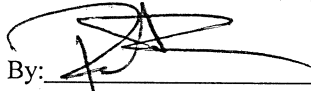
\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County Youth Bureau, and the Service Provider referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: 
Executive Director

By: _____
Commissioner of Social Services

By: 
Youth Bureau Director

Approved as to form

Oneida County Attorney

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES AND YOUTH BUREAU CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant

- damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by

written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the

program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
- a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or , if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of

any local, state or federal laws is pending before a governmental agency

- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance.

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign a Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial an/or client identifiable information concerning such youth.
- c. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

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

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

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

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

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

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

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

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

All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written

notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to

this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or

any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will

remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts of omission of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their

interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

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

County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

6/29/12

DATE

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information

Program Title: 4-H Be Smart Don't Start Program	QYDS-ID# (For County Use Only):	Program Year: 2012
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Direct Services will NOT be provided by this program

FUNDING INFORMATION

Funding Category: YDPP Service	County: Oneida
Funding Type: Youth Service	Sponsoring County/Municipality:

FUND AMOUNTS

Total Program Amount: \$5,262.67	
OCFS Funds Requested: \$1,200.00	
Youth Bureau Allocated [Youth Bureau ONLY]:	
60% State Aid [RHYA Programs ONLY]	% Tax Match
% Agency Cash:	% In Kind

AUTHORIZED VOUCHER SIGNEE

1.	Last Name: Bunce	First Name: Ron
	Title: Executive Director	
2.	Last Name: Kinney-Kitchen	First Name: Lorraine
	Title: Associate Director	

AGENCY/MUNICIPALITY INFORMATION

This Agency is:
 Private, Not for Profit Public Religious Corporations

Federal ID #: 16-6072888	Charities Reg.#:
Agency Website: www.cceoneida.com	
Implementing Agency/Municipality: Cornell Cooperative Extension Of Oneida County	
Mailing Address: 121 Second Street	
Address Line 2:	
City: Oriskany	State: NY
Zip Code: 13424	

CONTACT PERSON FOR AGENCY/MUNICIPALITY

Last Name: Weber-Mangini	First Name: Christine
Title: Family & Youth Development Team Leader	
Phone Number: 315-736-3394	Extension: 103
Fax Number: 315-736-2580	
E-Mail: caw24@cornell.edu	

PERIOD OF ACTUAL PROGRAM OPERATION

FROM: 01/01/12	TO: 12/30/12
-----------------------	---------------------

EXECUTIVE DIRECTOR FOR AGENCY/MUNICIPALITY

Last Name: Bunce	First Name: Ron
Title: Executive Director	
Phone Number: 315-736-3394	Extension: 101
Fax Number: 315-736-2580	
E-Mail: rab76@cornell.edu	

HOURS OF OPERATION

FROM: varies	TO: varies
<input type="checkbox"/> Daily <input type="checkbox"/> Other (Explain) Our office hours are 8 AM to 4:30 PM Monday-Friday. Our program times vary based on the needs of the audience.	

Check if: Joint Program

1. Name of participating municipalities: _____

2. Name of primary disbursing municipality: _____

Check if: Purchase of Service

1. Agency providing service: _____

2. Agency purchasing service: _____



EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

NEW YORK STATE
 OFFICE OF CHILDREN AND FAMILY SERVICES
PROGRAM BUDGET
 APPENDIX B

QYDS ID:

--	--	--	--	--	--

FISCAL YEAR:

2	0	1	2
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AGENCY/MUNICIPALITY: **Cornell Cooperative Extension of Oneida County**

PROGRAM TITLE: **Be Smart Don't Start**

FUND TYPE:

FISCAL CONTACT INFORMATION:

Include Name, Phone Number, E-mail address:

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Special Project Coordinator	\$ 14.26	H	\$ 1,796.63	
Discussion Leader	\$ 9.00	H	\$ 1,309.17	
Secretary	\$ 11.12	H	\$ 409.85	
Financial Administrator	\$ 24.48	H	\$ 322.41	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 3,838.06	\$ 1,255.00
TOTAL FRINGE BENEFITS			\$	\$
TOTAL PERSONAL SERVICES (1)			\$ 3,838.06	\$ 1,255.00

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$	\$
TOTAL MAINTENANCE & OPERATION (3)			\$ 1,424.61	\$ 0

LIST EQUIPMENT TO BE PURCHASED OR RENTED:

(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS	RATE OF PAY	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$	
	\$	
TOTAL FACILITY REPAIRS (4)	\$	\$

TOTAL OCFS PROGRAM AMOUNT 5,262.67 \$

+ TOTAL OCFS FUNDS REQUESTED \$ ~~1,255.00~~ 1,200.00

LIST OF OTHER FUNDING SOURCES	AMOUNT	SOURCE
Cornell cooperative Extension	\$ 1,255.00	REIMBURSABLE TOTAL
Children's Miracle Network	\$ 4,007.67	MUNICIPAL FUNDING
		OTHER SOURCES

* USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.
 USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

CORNELL COOPERATIVE EXTENSION

OF ONEIDA COUNTY

4-H BE SMART...DON'T START PROGRAM

JANUARY 1, 2012-DECEMBER 31, 2012

TO SERVE: 556 ONEIDA COUNTY YOUTH IN GRADES K-6

1. Narrative Description of Proposed Services:

According to the Center for Disease Control and Prevention, smoking and smokeless tobacco use are almost always initiated and established during adolescence. More than 80% of adult smokers begin smoking before 18 years of age. In addition, adolescent smokeless tobacco users are more likely than nonusers to become adult cigarette smokers. Cigarette use among youth declined sharply during 1997-2003; however, rates have stayed relatively stable in recent years. Smokeless tobacco use among youth also declined in the late 1990s and early 2000s, however an increasing number of high school students have reported using smokeless tobacco products in recent years. Every day in the United States, approximately 3,450 youth between 12 and 17 years old smoke their first cigarette, with an estimated 850 young people become daily cigarette users. National, state and local program activities that have reduced and prevented youth tobacco use in the past have included a comprehensive school-based tobacco-use prevention policies and programs.

The 4-H Be Smart...Don't Start (BSDS) Program is a tobacco prevention education program which is a collaborative effort between Faxton-St. Luke's Healthcare Center and Cornell Cooperative Extension. Five hundred and fifty six youth from Oneida county-wide elementary schools will be served. Youth participants will be from public and private schools and youth servicing organizations. Youth participants will be from a variety of socio-economic backgrounds and of both genders.

Small group discussions will be provided by trained Discussion Leaders. The facilitated positive group discussions will give all participants an opportunity to share thoughts, experiences and ideas in a caring and thoughtful manner. The classroom teacher and Discussion Leader will set ground rules which will allow for a non-threatening environment for discussion and participation. Through a variety of grade/age appropriate activities the youth participants will have the opportunity to discuss alternatives to tobacco use. The youth are sent home with additional information, so that the parents can reinforce what was shared in the classroom.

2. Program Service Objectives and Outcomes:

Touchstones Life Areas, Goals & Objectives:

Physical and Emotional Health

Goal 2: Children and youth will have optimal physical and emotional health

Objective 3: Children and youth will be free from health risk behaviors (e.g. smoking, drinking, substance abuse and unsafe sexual activity).

A. Outcomes:

75% of the 3-6th grade elementary students will demonstrate increased knowledge regarding the social and physical implications of tobacco use, as indicated through pre-post tests.

75% of the 556 student participants will identify alternatives to tobacco use through program activities that will initiate the decision-making process.

B. Monitoring Methods:

Cornell Cooperative Extension, Oneida County Youth Bureau, Faxton-St. Luke's Oncology Nurse Educator will monitor the program. Cornell Cooperative Extension staff and the Oncology Nurse Educator will observe the actual program presentations in order to assess presentation skills of the Discussion Leader and to ensure compliance with curricula. On-site classroom observations will be conducted by the Oneida County Youth Bureau staff. Written feedback on the program will be provided by the classroom teacher. Cornell Cooperative Extension staff will meet bi-weekly with the Discussion Leader(s) to collect statistical data as well as to schedule future classroom sessions. During the bi-weekly meetings feedback on the classroom presentations will be provided.

C. Evaluation Methods:

A pre-test will be administered by the Discussion Leader to the 3-6 grade students prior to the onset of the program. The level of tobacco related knowledge will be assessed through the pre-test. A post-test will be administered within 1-2 months of the original classroom presentation. The results of the post test will help determine whether or not the original information shared was retained by the children. The Cornell Cooperative Extension staff will compile the results of the pre-post tests, statistics and evaluations. These results will help determine areas that need to be changed in the program. Several reports will utilize the information including the quarterly and annual reports for

the NYS Office of Children and Family Services, Cornell Cooperative Extension and Faxton-St. Luke's Healthcare Center annual reports

3. Program Design and Staffing:

The Be Smart....Don't Start Program associates with the Physical & Emotional Health Service Opportunities and Supports category. The Discussion Leader(s) will be recruited, hired and trained by Cornell Cooperative Extension staff. Five hundred and fifty six children in grades K-6 from throughout Oneida County public and private schools and youth organizations will participate in the Be Smart...Don't Start Program. The presentations will focus in on grade specific curricula. The K-3 grade level program is 30-45 minutes in length and focuses on increasing the youth's knowledge of the effects of tobacco use by themselves and others. The 45-60 minute 4-6 grade program focuses on increasing the student's knowledge of the effects of tobacco. This program helps dispel the myth that the majority of youth smoke and assists students in making healthier choices. For the most part, the program is provided to students in a school setting, while school is in operation. Information is given to the students to share with their parents. Along with handouts, information will be shared with the students on smoking cessation programs. The Faxton-St.Luke's Healthcare Center, Communications and Development Department provide staff time and expertise in the development of the public relations materials as well as the printing of teaching materials.

Personnel/Volunteers:

Special Projects Coordinator

Duties:

- Plan, develop, implement, promote and evaluate the 4-H Be Smart...Don't Start Tobacco Prevention Education Program
- Recruit, hire, train and supervise Discussion Leader(s)
- Seek and secure funding for continuation of program
- Establish and maintain a positive rapport with schools, community groups and agencies

Required Qualifications:

- Substantial work experience with youth
- Demonstrated knowledge of inter-group dynamics
- Ability to establish a positive rapport with youth and adults of diverse socio-economic backgrounds
- Able to establish/maintain a link with educators
- Able to work with minimal supervision
- Able to fulfill the travel expectations of the position

Discussion Leader(s)

Duties:

- Report to the trainings, meetings and program sites in a timely manner
- Lead discussion groups containing 20-30 children on the adverse effects of tobacco use
- Assist in promotion, evaluation and scheduling of the program
- Submit written and verbal feedback and statistical information to the Special Projects Coordinator

Required Qualifications:

- Possess a high degree of self-esteem and maturity
- Leadership and public speaking potential
- Ability to fulfill the travel expectations of the position
- Able to relate to and accept diverse audiences

Secretary

Duties:

- Assist with scheduling programs and coordinating educational materials, which are directly related to the program

Required Qualifications:

- Training and/or previous experience in basic office skills

Finance Administrator

Duties:

- Post disbursement voucher checks written
- Prepares vouchers for the State of New York on a quarterly basis
- Prepares balance sheets monthly
- Prepare accounts receivable statement monthly

Required Qualifications:

- High level of proficiency in general accounting skills
- Ability to complete typing for all financial reports
- Strong skills in using accounting software

Volunteers

On occasion, former Discussion Leaders volunteer to return to assist in the training of newly employed Discussion Leaders.

4. Total Program Budget:(See attached)

Last Name	First Name	Address	City/Town	State	Zip	Home Phone	Business Phone	
Brewer	Kenneth	5545 Townline Rd	Vernon	NY	13476	829-4983		kbrewer28@
Humphrey	Brymer	8661 Tibbitts Road	New Hartford	NY	13413	793-3108		brymerh@
Curtain	Pat	310 Gordon Ave	Sherrill	NY	13461	363-0488		pcurtain2@
Cassidy	Tom	10146 Stuben Valley Road	Holland Patent	NY	13354	725-9812		agradione@
Scherz	Fritz	6081 Rock Rd	Verona	NY	13478	363-3509		fritz@fritzs
Joseph	George	7315 Merriman Rd	Clinton	NY	13323	853-1024	c-796-5702	nrtthstr40@
Ohmann	Robert	3875 St Rt 12	Clinton	NY	13323		c-794-3926	ohmann@r
Pratt	Mary	4290 Middlesettlement Rd	New Hartford	NY	13413	H: 792-7782	W: 272-2219	waltgp@ad
Finn	Debbie	9195 Jones Rd	Holland Patent	NY	13354	865-8492		dffarms92@
Schiebel	Keith	4830 Day Rd	Vernon	NY	13476	829-2787	829-2520	kschiebel@
Simons	Benjamin	9664 Starr Hill Rd	Renssen	NY	13438	525-6432	831-5087	sig9farm@
Richardson	Debra	140 Thomas Street	Utica	NY	13501	527-1467		driehardson
Count	Board Member	Position	Term	Expiration				
1	Ken Brewer	President/ Beef	2	12/31/2012				
2	Brymer Humphrey	Vice President / At-Large	1	12/31/2011				
3	Robert Ohmann	Treasurer/ Finance	2	3/30/2011				
4	Tom Cassidy	Secretary /	1	12/31/2011				
5	Lisa Ballard	At Large/ Horse / 4H	1	7/31/2013				
6	Debbie Finn	At Large/Dairy	1	7/31/2013				
7	Fritz Schertz		1	9/23/2013				
8	Pat Curtin, Ph.D.	At-Large/ Dairy & Admin	2	9/24/2011				
9	Debra Richardson	Food System	1	3/30/2011				
Appointed	Dick Halpin, Ph.D.	Cornell Representative		N/A				
Appointed	George Joseph	Legislative Representative		N/A				
10	Mary Pratt	At-Large/ Human Resources	2	3/30/2011				
11	Ben Simons	At-Large/ Dairy, Wood, FarmB	2	3/30/2011				
12	Keith Schiebel	At-Large/ Youth Ag Education	1	12/31/2010				

ANTHONY J. PICENTE, JR.
County Executive



ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438

July 23, 2012

FN 20 12-321

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Re: Purchase of Service Agreement # Y10800

Attached for your review and approval is a Purchase of Service Agreement between the Oneida County Youth Bureau and Cornell Cooperative Extension of Oneida County per Board Resolutions and Local Law # 3 of 1991, amending Article VIII, Section 802 of the Administration Code.

The agreement with Cornell Cooperative Extension of Oneida County for the 4-H Outreach Program will provide positive role models who support youth in building their foundation to be productive adults through Local Government Studies, Environmental/Conservation Programs and the Intergenerational Master Gardener Program.

The term of this agreement is January 1, 2012 through December 31, 2012. Our recommendation is to allocate New York State Office of Children and Family Services funding in the amount of \$7,500.00. There is no County match for these funds.

I am respectfully requesting your approval of this Purchase of Service Agreement between the Oneida County Youth Bureau and Cornell Cooperative Extension of Oneida County.

Very truly yours,

Robert J. Roth
Director

Attachments



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

Anthony J. Picente, Jr.
County Executive
Date 7/26/12

Oneida Co. Department Youth Bureau
Y10800

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization: Cornell Cooperative Extension of Oneida County
Title of Activity or Service: 4-H Outreach Program
Proposed Dates of Operation: January 1, 2012 to December 31, 2012
Client Population/Number to be Served: 554 Youth, grades K to 12th

Summary Statements

1.) Narrative Description of Proposed Services

The **4-H Outreach Youth Development Program** provides young people with hands-on experience by providing meaningful participation in activities which combines community awareness with problem solving opportunities. The **Local Government Studies** component provides 35 students from Social Studies12, a hands-on experience with county government and the legislative process. Two-day Conservation Education Days will be provided to 6th grade students countywide. Students learn about environmental issues and the impact of these issues on society. The **Intergenerational Master Gardener Program** will teach 58 youth who will receive training in gardening skills. Through positive communication and interactions with the elderly, students will learn environmental stewardship and explore potential career opportunities from mid-May until early September.

2.) Program/Service Objectives and Outcomes

The **4-H Outreach Youth Development Program** outcomes are:

- 35 4-H Government Interns will show an 80% increase in knowledge related to Oneida County Government and the public policy process;
- 90% of the 1200 sixth grade students involved in the Conservation Education Days will demonstrate increased knowledge of environmental issues and their natural environment that surrounds them;
- 50 youth participants in the Intergenerational Gardening Program will demonstrate positive communications, cooperation and respect for elders who they work with. All 50 participants will either further expand on their gardening skills through examining careers in the horticulture area or take on further gardening projects.

3.) Program Design and Staffing

The **4-H Outreach Youth Development Program** staff consists of 4-H Educators that have received the appropriate training and screening to meet the program objectives and outcomes.

Total Funding Requested \$ 7,500.00

Account # A8830.4951

Oneida County Dept. Funding Recommendation: \$ 7,500.00

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Office of Children and Family Services (NYSOCFS)

Cost Per Client Served: \$ 13.54 per youth

Past Performance Data: This program has been reviewed by the Oneida County Youth Bureau and has met performance standards.

O.C. Department Staff Comments:

ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
acting through Oneida
County Youth Bureau

SERVICE PROVIDER

Cornell Cooperative Extension of Oneida County
121 Second Street
Oriskany, New York 13424

4-H Outreach Program

(Hereinafter referred to
as the County and/or Department)

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: January 1, 2012
To: December 31, 2012

COUNTY RESOLUTION NO.

Adopted on

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved O.C.F.S.	Matching Funds
Budget:	Funds:	
\$ 30,262.14	\$ 7,500.00	No County Funds Required

GENERAL LIABILITY INSURANCE:

\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County Youth Bureau, and the Service Provider referred to above.

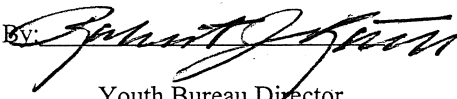
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: 
Executive Director

By: _____
Commissioner of Social Services

By: 
Youth Bureau Director

Approved as to form

Oneida County Attorney

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES AND YOUTH BUREAU CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant

damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by

written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the

program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
- a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or , if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of

any local, state or federal laws is pending before a governmental agency

- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance.

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign a Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial an/or client identifiable information concerning such youth.
- c. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

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

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

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

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

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

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

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

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

All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written

notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to

this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or

any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will

remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts of omission of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their

interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

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

County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

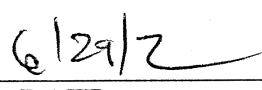
As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE



DATE

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE


DATE

**NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information**

Program Title: 4-H Outreach	QYDS ID# (For County/Use Only):	Program Year: 2012
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Direct Services will NOT be provided by this program

FUNDING INFORMATION

Funding Category: YDPP Service	County: Oneida
Funding Type: Youth Service	Sponsoring County/Municipality:

FUND AMOUNTS

Total Program Amount: \$30,262.14	
OCFS Funds Requested: \$7,500.00	
Youth Bureau Allocated (Youth Bureau ONLY):	
60% State Aid [RHYA Programs ONLY]	% Tax Match
% Agency Cash:	% In Kind

AUTHORIZED VOUCHER SIGNEE

1.	Last Name: Bunce
	First Name: Ron
	Title: Executive Director
2.	Last Name: Kinney-Kitchen
	First Name: Lorraine
	Title: Associate Director

AGENCY/MUNICIPALITY INFORMATION:

This Agency is: <input type="checkbox"/> Private, Not for Profit <input checked="" type="checkbox"/> Public <input type="checkbox"/> Religious Corporations	
Federal ID #: 16-6072888	Charities Reg. #:
Agency Website: www.cceoneida.com	
Implementing Agency/Municipality: Cornell Cooperative Extension Of Oneida County	
Mailing Address: 121 Second Street	Phone Number: 315-736-3394
Address Line 2:	Extension: 103
	Fax Number: 315-736-2580
	E-Mail: caw24@cornell.edu

CONTACT PERSON FOR AGENCY/MUNICIPALITY:

Last Name: Weber-Mangini	First Name: Christine
Title: Family & Youth Development Team Leader	

PERIOD OF ACTUAL PROGRAM OPERATION:

FROM: 01/01/12	TO: 12/30/12
-----------------------	---------------------

EXECUTIVE DIRECTOR FOR AGENCY/MUNICIPALITY

Last Name: Bunce	First Name: Ron
Title: Executive Director	
Phone Number: 315-736-3394	Extension: 101
Fax Number: 315-736-2580	
E-Mail: rab76@cornell.edu	

HOURS OF OPERATION:

FROM: varies	TO: varies
<input type="checkbox"/> Daily <input type="checkbox"/> Other (Explain) Our office hours are 8 AM to 4:30 PM Monday-Friday. Our program times vary based on the needs of the audience.	

Check if: Joint Program

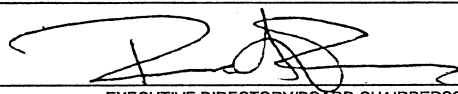
1. Name of participating municipalities: _____

2. Name of primary disbursing municipality: _____

Check if: Purchase of Service

1. Agency providing service: _____

2. Agency purchasing service: _____



EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
PROGRAM BUDGET
APPENDIX B

QYDS ID:

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FISCAL YEAR:

2	0	1	2
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AGENCY/MUNICIPALITY: **Cornell Cooperative Extension of Oneida County**

PROGRAM TITLE: **4-H Outreach**

FUND TYPE:

FISCAL CONTACT INFORMATION:

Include Name, Phone Number, E-mail address:

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Extension Educator	\$ 41,200	2 x mos	\$ 22,913.83	
	\$ 42,461		\$	
Secretary	\$ 11.12	H	\$ 4,286.16	
Finance Administrator	\$ 24.48	H	\$ 862.15	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 28,062.14	\$ 8,106.00
TOTAL FRINGE BENEFITS			\$	\$
TOTAL PERSONAL SERVICES (1)			\$ 28,062.14	\$ 8,106.00

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$	\$
TOTAL MAINTENANCE & OPERATION (3)			\$ 2,200.00	\$ 0

LIST EQUIPMENT TO BE PURCHASED OR RENTED:
(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS	RATE OF PAY	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$	
	\$	
TOTAL FACILITY REPAIRS (4)		\$

TOTAL OCFS PROGRAM AMOUNT 30,262.14 \$

+ TOTAL OCFS FUNDS REQUESTED \$ ~~8,106.00~~ 7500.00 TL

LIST OF OTHER FUNDING SOURCES	REIMBURSABLE TOTAL	MUNICIPAL FUNDING
Cornell Cooperative Extension	\$ 8,106.00	
	\$	
	\$ 22,156.14	OTHER SOURCES

* USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.
USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

**CORNELL COOPERATIVE EXTENSION
OF ONEIDA COUNTY**

4-H OUTREACH PROGRAM

JANUARY 1, 2012-DECEMBER 31, 2012

TO SERVE: 554 ONEIDA COUNTY YOUTH IN GRADES K-12

1. Narrative Description of Proposed Services:

According to the Center for Youth Development and Policy Research, youth development is a process that all young people go through on the way to adulthood. It is a process or journey that automatically involves all of the people around a youth – family and community. Unless their family and community provide youth with the supports and opportunities they need along the way, a young person will not be able to build essential skills and competencies and be able to feel safe, cared for, valued, useful and spiritually grounded. Therefore, youth development is a process in which family and community must actively participate. Youth development is a combination of all the people, places, supports, and opportunities and services that most of us inherently understand that young people need to be happy, healthy and successful. Institutions, programs and people who work with youth are engaged in youth development if there are the following: supports, which can take on many forms, but must be affirming, respectful and ongoing; opportunities, chances for the youth to learn how to explore, express, earn, belong and influence; and quality services in areas as education, health, and employment which show relevant instruction and information, challenging opportunities to express oneself and supportive adults and peers.

The 4-H Outreach Program consists of the following: 4-H Intergenerational Gardening, Conservation Education Days and the 4-H Government Intern Program. Youth from throughout Oneida County, of a variety of socio-economic backgrounds and of both genders participate in all three programs. Intergenerational Gardening is provided to all youth 4-H age (5-19 years old), with an emphasis in recruiting youth from the House of the Good Shepherd, Tree House and etc. The program is held at the Parker Scripture Demonstration Gardens at Cornell Cooperative Extension and on site at the House of the Good Shepherd, Tree House and etc. Sixth grade children from public and private schools are recruited to participate in the Conservation Education Days. Conservation Education Days is held at Delta Lake State Park. Students who are enrolled in the Social Studies 12, Participation in Government classes are recruited to participate in the 4-H Government Intern Program. The program is held at the Oneida County Office Building.

Parents/guardians are required to complete and submit a medical consent form and contact information with the 4-H Government Intern Program. With the

Intergenerational Gardening and Conservation Education Days, staff and teachers chaperon the children. Clear and consistent rules of conduct are shared with the youth participants and adult chaperones. Rules of conduct are reviewed periodically. A positive environment is established for all programs. Team building activities are utilized with the 4-H Government Intern Program. All programs promote inclusion. As part of the first day of the 4-H Government Intern Program, youth are specifically provided with information on appropriate behavior and dress. Staff have been trained in youth development concepts and work with volunteers to assure that they follow the concepts. Written feedback is obtained from the youth participants. The youth are directly involved in making decisions related to some of the activities that they are involved in. The students in the 4-H Government Intern Program are involved in the development of legislation that they take to a vote during the youth conducted Board of Legislators meeting. It has been determined that through pre-post testing the youth involved in the 4-H Government Intern and Conservation Education Days have obtained new knowledge related to local government and environmental awareness. Intergenerational Gardening and the Government Intern Programs provide opportunities for team building/social skills. Key to the success of the 4-H Outreach Program are the volunteers. Volunteers are instructors, advisory committee members and mentors with the youth. A connection is made with the parents/guardians of the children who participate in the Government Intern and Intergenerational Gardening Programs.

2. Program Service Objectives and Outcomes:

Touchstones Life Areas, Goals & Objectives:

Citizenship/Civic Engagement

Goal 4: Children and youth will demonstrate good citizenship as law-abiding contributing members of their families, schools and communities.

Objective 2: Youth will demonstrate ethical behavior and civic values.

Objective 6: Children and youth will make constructive use of leisure time.

Community

Goal 7: NYS communities will provide youth and their families with opportunities to help them meet their needs for physical, social, moral and emotional growth.

Objective 1: Communities will make available and accessible formal and informal services (i.e. child care, parent training, recreation, youth services, libraries, museums, parks)

Objective 2: Adults in the community will provide youth with good role models and opportunities for positive adult interactions.

Objective 3: Communities will provide opportunities for youth to make positive contributions to community life and to practice skill development.

A. Outcomes:

-Twenty three 4-H Government Interns will show an eighty percent increase in knowledge related to Oneida County Government and the public policy process.

-Ninety percent of the four hundred seventy three sixth grade students involved in the Conservation Education Days will demonstrate increased knowledge of conservation practices and their natural environment that surrounds them.

-Fifty-eight youth participants in the Intergenerational Gardening Program will demonstrate positive communications, cooperation and respect for elders who they work with. All participants will either further expand on their gardening skills through taking on further gardening projects or through examining careers in horticulture.

B. Monitoring Methods:

Cornell Cooperative Extension staff will monitor every program on site. As needed, the Youth Bureau staff will monitor the program. Feedback will be provided by the participants in the program. Classroom teachers and program presenters will also provide feedback.

B. Evaluation Methods:

Pre-post tests are administered with the 4-H Government Intern Program and 4-H Conservation Educations Days. Prior to the onset of the programs, a pre-test will be administered. The pre-test will assess the level of knowledge related to the specific subject matter. A post-test will be given to the students in the Government Intern Program during the final session. A post-test will be administered within 1-2 months from when Conservation Education Days was held. Post tests will help us determine whether or not

the original information shared with the youth was retained. The strengths and weaknesses of the programs will be determined through the results of the pre-post tests. The pre-post tests will be utilized as a tool to assist in making program changes. Teachers and participants will submit written and verbal evaluations related to the specific program. Evaluations and the results of the pre-post tests will be provided through the quarterly Youth Bureau reports and the Cornell Cooperative Extension Annual Report.

3. Program Design and Staffing:

4-H Government Interns: This program is held during the Fall and Winter/Spring Semesters. Oneida County Legislators sponsor interns. The 4-H Government Interns attend seminar sessions which are held at the New York State and the Oneida County Office Buildings. The seminars focus on creative problem solving, parliamentary procedure, introduction to county government, positive group process, how to write a resolution and etc. During these sessions, the presentations are focused in on to motivate young people to participate in community service, register to vote and to become active in public life. Five to ten presentations are conducted each semester by Cornell Cooperative Extension Educators, private sector professionals, government staff and local officials. During the Fall semester, eight to ten Oneida County Legislators and at least fifteen social Studies 12 Participation in Government students will be recruited to take part in the 4-H Government Intern Program. Students will be assigned to a standing committee, examine county issues, develop resolutions and conduct a simulated Board of Legislators meeting. Students will have an opportunity to practice their parliamentary skills, while they debate and defend their resolutions. The students will attend 5-6 seminar sessions and 4-5 Board of Legislators meetings. During the Winter/Spring semester, there should be approximately 8 students enrolled in the program. In the event there are 5 or less students enrolled in the program, the program will be restructured to be a true internship program. Students will have a direct opportunity to see how the major departments within county government function, examine county issues, develop resolutions and propose innovative approaches to improve government function. At the final session of each semester, students and legislators will be recognized for their participation in the program. Evaluations, student journals, and pre-post test results and anticipated student interest are the tools utilized to make program revisions.

Intergenerational Master Gardner Program: Fifty-eight youth ages, 5-12 years old from youth servicing agencies, including House of Good Shepherd, School Age Child Care Programs, municipal housing and etc. will work with 6-10 Cornell

Cooperative Extension Mater Gardner Adult Volunteers. Educational activities will occur throughout the year with an emphasis during the spring and summer months. There will be 1-1.5 hour sessions in which the youth will participate in. The participants will have opportunity to develop an appreciation for the natural beauty of gardening while learning basic skills including positive communications, cooperation, decision making, team building and etc. Youth and adults will attend trainings and meetings beginning late winter and ending in the fall that are relevant to the audience and subject matter.

Environmental Programs: Sixth grade students from throughout Oneida County are recruited through their classroom teachers to participate in one of the two day Conservation Education Days, which are held in September of 2012 at Lake Delta State Park. Four hundred and seventy three students will participate in a program which begins at 9:30 AM and concludes at 1:30 PM. There are 12 stations in which the youth rotate from every 12 minutes. The participants will obtain a greater understanding of the natural balance between humans, wildlife, forest, soil and waters of New York State and will gain an appreciation of their outdoor surroundings. Essay and art contests will be a component of the program. The contests will focus on students expressing awareness on how to conserve our natural resources. The essay contest winners will receive a subscription to the New York Conservationist magazine. The winners of the art contest will have their artwork utilized as a means of educating youth on the importance of conservation practices. Members of the program development committee provide support and assistance for the events. Members of the committee are from: New York State Parks and Recreation, Department of Environmental Conservation, Federated Sportsmen, Oneida County Schools and etc.

Personnel/Volunteers

Extension Educators:

Duties:

- Responsible for the development, implementation and evaluation of the 4-H Outreach Youth Development Programs
- Keeps records for reporting purposes
- Provides leadership in specific subject matter areas

Required Qualifications:

- Bachelors Degree, Maters Degree desirable
- A minimum of 3 hours in at least two of these subject matter areas: Education, Human Development or Behavioral Science
- Demonstrated knowledge of intergroup dynamics
- Ability to establish a positive rapport with youth and adults of diverse socio-economic backgrounds
- Able to work with minimal supervision
- Must be able to fulfill the travel expectations of the position

Secretary:**Duties:**

- Responsible for typing, mailings, brochure layouts and coordination of educational materials, which are directly related to the 4-H Outreach Program

Required Qualifications:

- Training and/or previous experience in basic office skills

Finance Administrator:**Duties:**

- Post disbursement voucher checks written
- Prepare vouchers for State of New York on a quarterly basis
- Prepare balance sheets monthly
- Prepare accounts receivable statement monthly

Required Qualifications:

- High level of proficiency in general accounting skills
- Ability to complete typing for all financial reports
- Strong skills in using accounting software

Volunteers: Twenty-five to 30 volunteers are utilized through all areas of the 4-H Outreach Program. Volunteers are recruited to be speakers for the 4-H Government Intern Program, station presenters for Conservation Education Days, and teachers and youth workers with the Intergenerational Gardening

Program. Staff will follow specific guidelines for the recruitment, selection, training and supervision of youth group workers.

4. Program Budget (See Attached)

Last Name	First Name	Address	City/Town	State	Zip	Home Phone	Business Phone	
Brewer	Kenneth	5545 Townline Rd	Vernon	NY	13476	829-4983		kbrewer2@
Humphrey	Brymer	8661 Tibbits Road	New Hartford	NY	13413	793-3108		brymerh@
Curtain	Pat	310 Gordon Ave	Sherrill	NY	13461	363-0488		pcurtain2@
Cassidy	Tom	10146 Stuben Valley Road	Holland Patent	NY	13354	725-9812		pcurtain2@
Scherz	Fritz	6081 Rock Rd	Verona	NY	13478	363-3509		agracione@
Joseph	George	7315 Meriman Rd	Clinton	NY	13323	853-1024	c-796-5702	fritz@fritz
Ohmann	Robert	3875 St Rt 12	Clinton	NY	13323		c-794-3926	nrthstr40@
Pratt	Mary	4290 Middlesettlement Rd	New Hartford	NY	13413	H: 792-7782	W: 272-2219	ohmann@
Finn	Debbie	9195 Jones Rd	Holland Patent	NY	13354	865-8492		waltgp@a
Schiebel	Keith	4830 Day Rd	Vernon	NY	13476	829-2787	829-2520	dtfarm92@
Simons	Benjamin	9664 Starr Hill Rd	Remsen	NY	13438	525-6432	831-5087	kschiebel@
Richardson	Debra	140 Thomas Street	Utica	NY	13501	527-1467		si99farm@
Count	Board Member	Position	Term	Expiration				drichardso
1	Ken Brewer	President/ Beef	2	12/31/2012				
2	Brymere Humphrey	Vice President / At-Large	1	12/31/2011				
3	Robert Ohmann	Treasurer/ Finance	2	3/30/2011				
4	Tom Cassidy	Secretary /	1	12/31/2011				
5	Lisa Ballard	At Large/ Horse / 4H	1	7/31/2013				
6	Debbie Finn	At Large/Dairy	1	7/31/2013				
7	Fritz Schertz		1	9/23/2013				
8	Pat Curtin, Ph.D.	At-Large/ Dairy & Admin	2	9/24/2011				
9	Debra Richardson	Food System	1	3/30/2011				
Appointed	Dick Halpin, Ph.D.	Cornell Representative		N/A				
Appointed	George Joseph	Legislative Representative		N/A				
10	Mary Pratt	At-Large/ Human Resources	2	3/30/2011				
11	Ben Simons	At-Large/ Dairy, Wood, FarmB	2	3/30/2011				
12	Keith Schiebel	At-Large/ Youth Ag Education	1	12/31/2010				

ANTHONY J. PICENTE, JR.
County Executive



ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438

FN 20 12-322

June 26, 2012

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

Re: Purchase of Service Agreement # Y10100

Attached for your review and approval is a Purchase of Service Agreement between the Oneida County Youth Bureau and the Oneida County Probation Department per Board Resolutions and Local Law # 3 of 1991, amending Article VIII, Section 802 of the Administration Code.

This agreement with the Oneida County Probation Department is to support the partnership between the Rome City Schools, BOCES and the Oneida County Probation Department to reduce the number of Family Court PINS petitions through the initiative called IRT – Initial Response Team.

The term of this agreement is January 1, 2012 through December 31, 2012. The contract's total allocation is \$6,000.00. It is the recommendation of the Youth Bureau Allocation Committee to award these New York State Office of Children and Family Services funds in this amount for the 2012 fiscal year to the program. **County funds to provide the match have already been included in the 2012 Budget.**

I am respectfully requesting your approval of this Purchase of Service Agreement between the Oneida County Youth Bureau and the Oneida County Probation Department.

Very truly yours,

Robert J. Roth
Director

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

Anthony J. Picente, Jr.
County Executive

Attachment

Date 6/29/12

Oneida Co. Department Youth Bureau
Y10100

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County Probation
Title of Activity or Service: Initial Response Team (IRT)
Proposed Dates of Operation: January 1, 2012 to December 31, 2012
Client Population/Number to be Served: 200 Youth, ages 11 to 18

Summary Statements

1.) Narrative Description of Proposed Services

The Oneida County Probation Department has developed a partnership with the Rome City Schools, and BOCES to reduce the number of Family Court PINS petitions called the Initial Response Team (IRT). It provides a significant alternative to over-extended and over-burdened Family Courts.

2.) Program/Service Objectives and Outcomes

There are three primary sites for program services including Rome Free Academy, Strough Jr. High School and BOCES. The goal is to reduce PINS petitions by 80% in 2012, approximately 160 per year.

3.) Program Design and Staffing

The Oneida County Probation Department employs two full time Probation Officers at Strough Jr. High School and Rome Free Academy. In addition, one full time Probation Officer Assistant is employed at BOCES to work within the Alternative Education Program. All possess a Bachelors level education, and the Probation Officers are required to have a Masters Degree or two years experience in the social services area.

Total Funding Requested \$ 6,000.00

Account # A8830.49555

Oneida County Dept. Funding Recommendation: \$ 6,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Office of Children and Family Services (NYSOCFS). **Matching funds are provided by the County.**

Cost Per Client Served: \$ 30.00 per youth

Past Performance Data: This program was new for 2010

O.C. Department Staff Comments:

ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
acting through Oneida
County Youth Bureau

SERVICE PROVIDER

Oneida County Probation Department,
a Department of Oneida County
321 Main Street
Utica, New York 13501

Initial Response Team (IRT) Rome Safe Schools

(Hereinafter referred to
as the County and/or Department)

(Hereinafter referred to as the Contractor)

Period of Agreement

No.

From: January 1, 2012
To: December 31, 2012

County Resolution

Adopted on

FINANCIAL TERMS OF AGREEMENT:

Total Program Approved O.C.F.S.
Budget: \$121,831.00 Funds: \$6,000.00

Matching Funds
Matching Funds are Budgeted for 2012

GENERAL LIABILITY INSURANCE:

\$ 1 Million

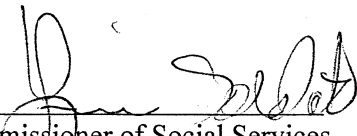
This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County Youth Bureau, and the Service Provider referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA


By: _____
County Executive

By: 
Executive Director

By: 
Commissioner of Social Services

By: 
Youth Bureau Director

Approved as to form


Oneida County Attorney

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES AND YOUTH BUREAU CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems

and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this

AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to

substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

- a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
- b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
- c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
- d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or , if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
 - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 - The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that

the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance.

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign a Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial an/or client identifiable information concerning such youth.

- c. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;

3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

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

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

The Contractor shall:

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

Secretary of Health and Human Services for purposes of determining the Agency's compliance with 45 CFR § 164.504(e)(2)(ii); and

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

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

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

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

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

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

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

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this

AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as

soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the

contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that

funds are due to the Department

- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts of omission of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

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

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

ONEIDA COUNTY PROBATION DEPT
NAME OF CONTRACTED AGENCY

DAVID TOMIDY DIRECTOR
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

David Tomidy
SIGNATURE

6/14/12
DATE

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

ONEIDA COUNTY PROBATION DEPT.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

DAVID TOMIDY DIRECTOR
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

David Tomidy
SIGNATURE

6/14/12
DATE

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information

Program Title: IRT ROME SAFE SCHOOLS	OCFS ID# (For County Use Only)	Program Year: 2012
--	--------------------------------	------------------------------

Direct Services will NOT be provided by this program

FUNDING INFORMATION

Funding Category: YDPP	County: ONEIDA
Funding Type: YOUTH INITIATIVE	Sponsoring County/Municipality:

FUND AMOUNTS

Total Program Amount: \$117,598 \$ 121,831	1. AUTHORIZED VOUCHER SIGNEE Last Name: TOMIDY
OCFS Funds Requested: \$6,000	First Name: DAVID
Youth Bureau Allocated (Youth Bureau ONLY)	Title: PROBATION DIRECTOR
60% State Aid [RHYA Programs ONLY] % Tax Match	Last Name:
% Agency Cash: % In Kind	First Name:
	2. Title:

AGENCY/MUNICIPALITY INFORMATION

This Agency Is: <input type="checkbox"/> Private, Not for Profit <input type="checkbox"/> Public <input type="checkbox"/> Religious Corporations		CONTACT PERSON FOR AGENCY/MUNICIPALITY	
Federal ID #: 15-6000460	Charities Reg #:	Last Name: TOMIDY	First Name: DAVID
Agency Website: ocgov.net	Title: PROBATION DIRECTOR		
Implementing Agency/Municipality: ONEIDA COUNTY PROBATION	Phone Number: 315-798-5914	Extension: NA	
Mailing Address: 321 MAIN STREET, UTICA, NEW YORK 13501	Fax Number: 315-798-6467	E-Mail: dtomidy@ocgov.net	

PERIOD OF ACTUAL PROGRAM OPERATION

FROM: 1/1/2012	TO: 12/31/2012
--------------------------	--------------------------

HOURS OF OPERATION

Last Name: TOMIDY	First Name: DAVID	FROM: 8:30AM	TO: 3:00 PM
Title: PROBATION DIRECTOR		<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Other (Explain)	
Phone Number: 315-798-5914	Extension: NA		
Fax Number: 315-798-6467	E-Mail: dtomidy@ocgov.net		

Check if: Joint Program

1. Name of participating municipalities: _____
2. Name of primary disbursing municipality: _____

Check if: Purchase of Service

1. Agency providing service: _____
2. Agency purchasing service: _____

EXECUTIVE DIRECTORY/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

PROGRAM BUDGET
APPENDIX B

QYDS ID:

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FISCAL YEAR:

2	0	1	2
---	---	---	---

AGENCY/MUNICIPALITY: ONEIDA COUNTY PROBATION

PROGRAM TITLE: IRT ROME SAFE SCHOOLS

FUND TYPE: YDDP INITIATIVE

FISCAL CONTACT INFORMATION:

Include Name, Phone Number, E-mail address

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Probation Officer	\$	BW	\$ 35,045	
Probation Officer	\$	BW	\$ 40,983	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 76,028	\$ 38,014
TOTAL FRINGE BENEFITS			\$ 45,803	\$ 22,902
TOTAL PERSONAL SERVICES (1)			\$ 121,831	\$ 60,916

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S, M, HR)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$.51/mile	.55	\$ 2,000	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$ 2,000	\$ 0
TOTAL MAINTENANCE & OPERATION (3)			\$ 0	\$ 0

LIST EQUIPMENT TO BE PURCHASED OR RENTED:

(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS	TOTAL OCFS PROGRAM AMOUNT	TOTAL OCFS FUNDS REQUESTED
NA	\$	
	\$	
TOTAL FACILITY REPAIRS (4)	\$ 0	\$ 0

TOTAL OCFS PROGRAM AMOUNT \$123,831

+ TOTAL OCFS FUNDS REQUESTED \$ ~~5352.00~~ **6000.00**

LIST OF OTHER FUNDING SOURCES	AMOUNT	REIMBURSABLE TOTAL
STATE AID TO PROBATION	\$ 7,460	MUNICIPAL FUNDING
REIMBURSEMENT FROM ROME SCHOOL DISTRICT	\$ 62,166	OTHER SOURCES

* USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.
USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

Anthony Picente, Jr.
County Executive



David Tomidy
Director



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

Thomas J. Marcoline
Deputy Director

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

Supervisors
Patrick Cady
David J. Radell
Patrick Trophia
Paula Mrzlikar

**New York State
Office of Children and Family Services
2012 (YDDP) Funds**

Program Name: Rome Safe Schools Healthy Students

Program participants: Rome School District, Oneida County Probation & OCDSS

Funding: Federally funded through 9/30/09 – local responsibility in 2010-11 and 2011-2012

Program History: The Rome Safe Schools initiative was a (3) year federally funded project, beginning in the 2006-07 school year, which in part based on co-locating probation services in two Rome schools and the BOCES building housing Rome students to identify youth at the threshold of JD and PINS actions and to develop strength based strategies to reduce the incidents of juvenile prosecutions in Family Court and recidivism. The cornerstone of the program is the IRT process which is based on the New Zealand evidence based practice of Family Group Conferencing.

(Attached: please find documentation and reference sources re: Family Group Conferencing). The program has received 100% federal funding through the Safe Schools / Healthy Students grant awarded to the Rome School District beginning 7/1/06. Federal finding was scheduled to end on 6/30/09 but was extended until 9/30/09 due to remaining money from unsuccessful local programs. There is a current agreement for the school district and the county to equally share program costs through 12/31/10. Continued programming was continued in FY2011 only with fiscal support of Oneida County, Rome School District, DPCA and the YDDP grant of \$7,000 from the Youth Bureau. In 2012 we are planning to continue this highly successful and collaborative project with the crucial financial support of our partners including The Youth Bureau.

Program Narrative

1. Target Population

Oneida County is located in Central New York State at the upper reaches of the Mohawk River. It encompasses 1257 square miles with a total population of 235,469. The two major cities of Utica and Rome have populations of 60,651 and 34,950 respectively, which combined represents 40% of the county's total population. The population over the last four decades has undergone significant changes in its composition. There have been increases in the aged and refugee population, as well as to a lesser extent in the minority populations, and decreases in the number of children and those under age thirty. The population remains predominately White (90.2%); 5.7% are African American; and 3.1% identify themselves as Hispanic. The cities of Utica and Rome have higher concentrations of African Americans with 12.9% and 7.8% respectively. The refugee population (some 3,500 plus) mainly settled in Utica; the majority (73%) came from Bosnia, Vietnam, Ukraine, Serbia or Belarus. Based on the most recent 2004 estimates from the New York State Kids' Well-being Indicators Clearinghouse (KWIC) Regional Profile, one in five (19.9%) children under age eighteen live below the federal poverty level in Oneida County. This is relatively high when compared to the children's poverty rate of 13.9% for New York State excluding New York City.

Rome Target Population:

According to the US Census Bureau has (1,977) 10 to 14 year old and (2,184) 15 to 19 year old residents. The demographics in Rome are similar to the county at large with 88% of its residents being White, 7% Black and the remainder primarily being Native American's and Asians. The median household income in the city is \$35,120. Of the population over 25, (23181), it is estimated (1,206) have an education less than the 9th grade and (3,392) did not earn a high school diploma.

The Rome schools targeted for 2012 YDDP funding of IRT are Rome Free Academy – student population 1,714 youth, Strough Jr High School – student population 971 youth and BOCES – 98 Rome students.

The annual student population targeted for program services is 200.

2. Participant Outcomes (Goal to reduce Family Court petitions)

In the school year preceding the Safe Schools initiative, the 2005-06 school year, there were (60) Rome School generated PINS Petitions in Family Court for truancy and/or incorrigibility. In the 2006-07, the first year of programming there were (92) IRT's with the number of FC petitions being reduced to (13). The Probation staff does approximately (495) mediations between students in school buildings p/yr. In 2007-08 petitions were reduced to (8) and (9) in 2008-09.

The school based Probation staff continues to provide mediation services in the targeted schools. In 2009/10 there was a spike to 24 but in 10/11 we are back down to (4).

The program goal is to prevent Family Court PINS petitions by 80% of students served (160 p/yr).

3. Program Design

The keystone to the program is the Initial Response Team (IRT) which is school based collaboration between the school, Probation Department and Department of Social Services/SPFY, School liaison/counselor, parent and student as well as any ancillary service provider already involved in the case. The evidence based approach of *Family Conferencing* engages the youth and family in problem solving and results in a contract outlining each participant's responsibilities including the subject youth. Family and child advocates are welcomed at the IRT meetings to support and assist the individuals through the process. Rewards and consequences are established and incorporated into a contract all members and the family signs. The reward to the student is deferment from Family Court and consequences may include referral to the Pre-PINS division of the Probation department and or Family Court. The reward to the school is less administrative time in court and the reward to county taxpayers is the reduction of costly out of home placement at \$150,00 per/yr p/student. The program will reduce residential placements by ten per year.

4. Monitoring

The Probation staff monitor the youth daily at school, make regular home visits and assist in arranging service provision such as anger management, drug/alcohol etc. Cases are reviewed weekly during the IRT meetings at the school as to compliance and/or the need to adjust the program plan to accomplish the positive outcome - good attendance, cooperative behavior and no juvenile delinquency acts. Probation tracks all cases and presents info to the IRT team weekly. Program is directly supervised by Sr. Probation Officer, Mark F. Joseph, and services are provided at the participating schools as follows: Probation Officer, James Fister, at RFA, Probation Officer, Jeremy Chares, at Strough Jr. High are employed full-time but other probation staff work on IRT projects in other schools.

5. Evaluation

During the initial three year Federal Safe schools Grant the MI Measurement Incorporated Group of 152 Washington Ave., Albany N.Y. (518) 472-9840, headed by Tina Goodwin-Segal, Ph.D, conducts ongoing project review. In addition the Rome Safe Schools Partnership Board meet regularly with partners and review program progress. Review is currently done on an ongoing basis by the Probation Department and school district.

6. Personnel

The Probation Department deploys (2) full time Probation Officers at Strough Jr. High School and Rome Free Academy – High School. They also cover Staley upper elements and the Verona BOCES that houses Rome’s Alternative Education Program. All require a Bachelors’ level education with the Probation Officers also requiring a Masters Degree or two years experience in the social services area. Staff listed in section (4) Monitoring.

7. Board of Directors

The Probation Department is a public sector employer answerable to the Oneida County Board of Legislators. The Rome Safe Schools Partnership and Rome School Board of Education and its superintendant Mr. Jeffery Simons also have oversight over the probation partnership with the Safe Schools initiative.

8. Agency Mission and Past Accomplishments

The Probation Department is a county entity which provides mandated services to youth and adults according to the NYS Family Court Act, the Criminal Procedure and NYS Penal Laws. Those services are Juvenile Intake, Investigations and formal probation supervision. The Probation Department has been innovative and at the center on many non-mandated service programs such as the Utica Safe Schools, Re-Entry and Project Impact, Juvenile electronic monitoring and probation/police ride-along programs to mention a few.

Early identification and intervention through our school based strategies such as IRT, field and home based ride-along’s/ surveillance with police and electronic monitoring have proven to reduce initial acts of PINS and JD by over 70% and recidivism by 90%.

The success of the Rome Safe Schools initiative was instrumental in the Oneida Madison BOCES district receiving a grant to replicate the Rome IRT process in (12) of its schools in the Utica vicinity – not including Rome which is in the Verona BOCES consortium.

Respectfully submitted,

**David Tomidy
Director**

ANTHONY J. PICENTE, JR.
County Executive



ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦800 Park Avenue ♦Utica, New York 13501
Phone: (315) 798-5027 ♦Fax: (315) 798-6438

July 23, 2012

FN 20 12 - 323

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

Re: Purchase of Service Agreement # 10801

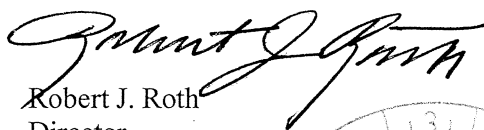
Attached for your review and approval is a Purchase of Service Agreement between the Oneida County Youth Bureau and Cornell Cooperative Extension of Oneida County per Board Resolutions and Local Law # 3 of 1991, amending Article VIII, Section 802 of the Administration Code.

The agreement with Cornell Cooperative Extension of Oneida County for the Better Your Own Body-Alcohol Prevention Education Program is an alcohol abuse prevention education program for children in grades K to 6th. Through a variety of teaching techniques, children are provided with up to date information on the social, nutritional and drunk driving implications of alcohol abuse

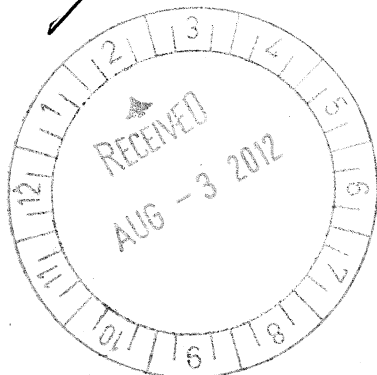
The term of this agreement is January 1, 2012 through December 31, 2012. Our recommendation is to allocate New York State Office of Children and Family Services funding in the amount of \$1,500.00. There is no County match for these funds.

I am respectfully requesting your approval of this Purchase of Service Agreement between the Oneida County Youth Bureau and Cornell Cooperative Extension of Oneida County.

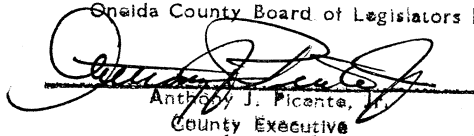
Very truly yours,


Robert J. Roth
Director

Attachments



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


Anthony J. Picente, Jr.
County Executive

Date 7/26/12

Oneida Co. Department Youth Bureau
#10801

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization: Cornell Cooperative Extension of Oneida County
Title of Activity or Service: Better Your Own Body- Prevention Ed Program
Proposed Dates of Operation: January 1, 2012 to December 31, 2012
Client Population/Number to be Served: 669 Youth, grades K to 6th

Summary Statements

1.) Narrative Description of Proposed Services

The ***Better Your Own Body-Prevention Education Program*** deals with the social, nutritional, physical and drunk driving implications of youth alcohol use. Trained teen discussion leaders who serve as positive role models for K-6th grade children utilize puppetry, videos, group discussions and interactive exercises to encourage children to make positive life choices.

2.) Program/Service Objectives and Outcomes

The ***Better Your Own Body-Alcohol Prevention Education Program*** outcomes are:

- 75% of the elementary students will identify alternatives to alcohol consumption through activities that will initiate the decision-making process; and
- 75% of the 669 elementary students will demonstrate increased knowledge regarding the social, nutritional and physiological implications of alcohol abuse.

3.) Program Design and Staffing

The ***Better Your Own Body-Alcohol Prevention Education Program*** utilizes trained Teen Discussion Leaders specifically chosen for their maturity and high self-esteem to teach these classes. The classroom activities conducted by the Discussion Leaders will be overseen and evaluated by the Special Project Coordinator.

Total Funding Requested \$ 1,500.00 A8830.4951

Oneida County Dept. Funding Recommendation: \$ 1,500.00

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Office of Children and Family Services (NYSOCFS)

Cost Per Client Served: \$ 2.24 per youth

Past Performance Data: This program has been reviewed by the Oneida County Youth Bureau and has met performance standards.

O.C. Department Staff Comments:

ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
acting through Oneida
County Youth Bureau

SERVICE PROVIDER

Cornell Cooperative Extension of Oneida County
121 Second Street
Oriskany, New York 13424

4-H Better Your Own Body Program

(Hereinafter referred to
as the County and/or Department)

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: January 1, 2012
To: December 31, 2012

COUNTY RESOLUTION NO.

Adopted on

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved O.C.F.S.	Matching Funds
Budget:	Funds:	
\$ 5,568.73	\$ 1,500.00	No County Funds Required

GENERAL LIABILITY INSURANCE:

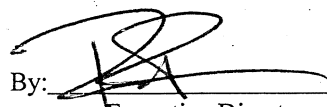
\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County Youth Bureau, and the Service Provider referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: 
Executive Director

By: _____
Commissioner of Social Services

By: 
Youth Bureau Director

Approved as to form

Oneida County Attorney

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES AND YOUTH BUREAU CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The

Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious

injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the

subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or , if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
 - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 - The Contractor has been advised by a governmental agency that a determination to

issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency

- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance.

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign a Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial an/or client identifiable information concerning such youth.
- c. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for

protected health information:

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

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

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

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

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

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

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

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

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

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

All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92

if the AGREEMENT is federally funded

- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days,

or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the

Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not

paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts of omission of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and

Oneida County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this

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

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE



DATE

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information**

Program Title: 4-H Better Your Own Body	QYDS ID# (For County Use Only):	Program Year: 2012
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Direct Services will NOT be provided by this program

FUNDING INFORMATION

Funding Category: YDPP Service	County: Oneida
Funding Type: Youth Service	Sponsoring County/Municipality:

FUND AMOUNTS

Total Program Amount: \$5,568.73	
OCFS Funds Requested: \$1,500.00	
Youth Bureau Allocated (Youth Bureau ONLY):	
60% State Aid [RHYA Programs ONLY]	% Tax Match
% Agency Cash:	% In Kind

AUTHORIZED VOUCHER SIGNEE

1.	Last Name: Bunce
	First Name: Ron
	Title: Executive Director
2.	Last Name: Kinney-Kitchen
	First Name: Lorraine
	Title: Associate Director

AGENCY/MUNICIPALITY INFORMATION:

This Agency is: <input type="checkbox"/> Private, Not for Profit <input checked="" type="checkbox"/> Public <input type="checkbox"/> Religious Corporations			CONTACT PERSON FOR AGENCY/MUNICIPALITY:	
Federal ID #: 16-6072888	Charities Reg.#:		Last Name: Weber-Mangini	First Name: Christine
Agency Website: www.cceoneida.com			Title: Family & Youth Development Team Leader	
Implementing Agency/Municipality: Cornell Cooperative Extension Of Oneida County			Phone Number: 315-736-3394	Extension: 103
Mailing Address: 121 Second Street			Fax Number: 315-736-2580	
Address Line 2:			E-Mail: caw24@cornell.edu	
City: Oriskany	State: NY	Zip Code: 13424	PERIOD OF ACTUAL PROGRAM OPERATION:	
			FROM: 01/01/12	TO: 12/30/12

EXECUTIVE DIRECTOR FOR AGENCY/MUNICIPALITY

Last Name: Bunce	First Name: Ron	HOURS OF OPERATION:	
Title: Executive Director		FROM: varies	TO: varies
Phone Number: 315-736-3394	Extension: 101	<input type="checkbox"/> Daily <input type="checkbox"/> Other (Explain) Our office hours are 8 AM to 4:30 PM Monday-Friday. Our program times vary based on the needs of the audience.	
Fax Number: 315-736-2580			
E-Mail: rab76@cornell.edu			

Check if: Joint Program

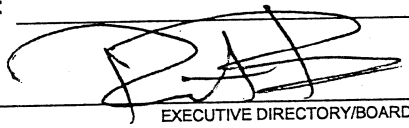
1. Name of participating municipalities: _____

2. Name of primary disbursing municipality: _____

Check if: Purchase of Service

1. Agency providing service: _____

2. Agency purchasing service: _____


EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
PROGRAM BUDGET
APPENDIX B

QYDS ID:

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FISCAL YEAR:

2	0	1	2
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AGENCY/MUNICIPALITY: **Cornell Cooperative Extension**

PROGRAM TITLE: **4-H Better Your Own Body Program**

FUND TYPE:

FISCAL CONTACT INFORMATION:
Include Name, Phone Number, E-mail address:

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Special Project Coordinator	\$ 14.26	H	\$ 1,565.26	
Discussion Leader	\$ 9.00	H	\$ 1,229.35	
Secretary	\$ 11.12	H	\$ 986.78	
Finance Administrator	\$ 24.48	H	\$ 422.83	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 4,204.22	\$ 1,545.00
TOTAL FRINGE BENEFITS			\$	\$
TOTAL PERSONAL SERVICES (1)			\$ 4,204.22	\$ 1,545.00

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$	\$
TOTAL MAINTENANCE & OPERATION (3)			\$ 1,364.51	\$ 0

LIST EQUIPMENT TO BE PURCHASED OR RENTED:
(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS	RATE OF PAY	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$	
	\$	
	\$	
TOTAL FACILITY REPAIRS (4)		\$

TOTAL OCFS PROGRAM AMOUNT 5,568.73 \$

+ TOTAL OCFS FUNDS REQUESTED \$ ~~1,545.00~~ 1500.00 TL

LIST OF OTHER FUNDING SOURCES	AMOUNT	SOURCE
Cornell Cooperative Extension	\$ 1,545.00	REIMBURSABLE TOTAL
Oneida County Stop DWI	\$ 4,023.73	MUNICIPAL FUNDING
		OTHER SOURCES

* USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.
USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

CORNELL COOPERATIVE EXTENSION

OF ONEIDA COUNTY

4-H BETTER YOUR OWN BODY PROGRAM

JANUARY 1, 2012-DECEMBER 31, 2012

TO SERVE: 669 ONEIDA COUNTY YOUTH IN GRADES K-6

1. Narrative Description of Proposed Services:

According to a study sponsored by the National Institute on Drug Abuse National Institutes of Health, alcoholic beverages have been among the most widely used psychoactive substances by American young people for a very long time. During 2010 the proportions of 8th, 10th and 12th graders who admitted drinking an alcoholic beverage in just the 30-day period prior to the survey were 14%, 29% and 41% respectively. Of greatest concern from a public health perspective is "binge" drinking (having five or more drinks in a row during the prior two-week interval at least once). Also, according to the study, the majority of the 12th graders did not view binge drinking on the weekends as carrying a great risk.

The 4-H Better Your Own Body (BYOB) Program is an alcohol prevention education effort for elementary school children. Six hundred and sixty nine youth will be reached throughout Oneida County. Participating youth will be from public and private schools as well as from youth servicing agencies. Youth will be from a variety of socio-economic backgrounds and from both genders.

Trained Discussion Leaders will facilitate small group discussions, giving all participants an opportunity to share thoughts, experiences etc. in a caring and thoughtful manner. The classroom teacher and Discussion Leader will provide ground rules for the classroom participants, which allows for positive open discussion and participation. Through grade/age appropriate activities, youth are given the chance to discuss options to alcohol use and practice refusal skills. The children are sent home with additional information, so that the parents can reinforce what was shared in the classroom.

2. Program Service Objectives and Outcomes:

Touchstones Life Areas, Goals & Objectives:

Physical and Emotional Health

Goal 2: Children and you will have optimal physical and emotional health

Objective 3: Children and youth will be free from health risk behaviors (e.g. smoking, drinking, substance abuse and unsafe sexual activity).

A. Outcomes:

75% of the 3-6th grade elementary students will demonstrate increased knowledge regarding the social, nutritional and physiological implications of alcohol abuse as indicated through pre-post testing.

75% of the 669 elementary students will identify alternatives to alcohol consumption through activities that will initiate the decision-making process.

B. Monitoring Methods:

The Cornell Cooperative Extension and the Oneida County Youth Bureau staff monitor the BYOB program. The Cornell Cooperative Extension staff observes the program in classroom settings to ensure compliance with curricula and to assess presentation skills. Classroom teachers provide written feedback. The Discussion Leader(s) meet bi-weekly with the Special Projects Coordinator to collect statistical data, teacher evaluations and to schedule future sessions. During these meetings, the Discussion Leader(s) share their reactions to their presentations.

C. Evaluation Methods:

The 3-6 grade students will be administered a pre-post test. The Discussion Leader will conduct a pre-test prior to the program being implemented. The pre-test will measure the level of knowledge related to the specific subject matter prior to the onset of the program. A post-test will be administered within 1-2 months of the original classroom presentation. The results of the post test will assist us in deciding whether or not the original information shared with the children was retained. Program revisions will be based on the results of the pre-post tests. Pre-post test results will be provided through the quarterly Youth Bureau reports.

3. Program Design and Staffing:

The Better Your Own Body Program associates with the Physical & Emotional Health Service Opportunities and Supports category. The Cornell Cooperative Extension Special Projects Coordinator will recruit, hire, train and supervise the Discussion Leader(s). Six hundred and sixty nine children in grades K-6 from Oneida County private and public schools will participate in the program. Small group discussions will be facilitated by the Discussion Leader, focusing in on the physical, nutritional, social and drunk driving ramifications surrounding alcohol use. A variety of teaching strategies and tools will be utilized. A 30-45 minute program is provided to K-3rd grades, utilizing puppets, body posters and a body apron to show the impact of alcohol use. With the 45-60 minute 4-6th grade program a polarity game, an alcohol related video and an overview of how

alcohol affects one physically are utilized. The Better Your Own Body Program will be conducted during the school year. The youth will be given written information to take home to their parents. This information will be utilized as a tool to reinforce what the youth learned through the program.

Personnel/Volunteers

Special Projects Coordinator

Duties:

- Plan, develop, implement, promote and evaluate the 4-H Better Your Own Body Prevention Education Program
- Recruit, hire, train and supervise the Discussion Leader(s)
- Seek and secure funding for continuation of program
- Establish and maintain a positive rapport with schools, community groups and agencies

Required Qualifications:

- Substantial work experience with youth
- Demonstrated knowledge of inter-group dynamics
- Ability to establish a positive rapport with youth and adults of diverse socio-economic backgrounds
- Able to establish/maintain a link with educators
- Able to work with minimal supervision
- Able to fulfill the travel expectations of the position

Discussion Leader(s)

Duties:

- Report to the trainings, meetings and program sites in a timely manner
- Lead discussion groups containing 20-30 children on the adverse effects of alcohol use
- Assist in promotion, evaluation and scheduling of the program
- Submit written and verbal feedback and statistical information to the Special Projects Coordinator

Required Qualifications:

- Possess a high degree of self-esteem and maturity
- Leadership and public speaking potential
- Ability to fulfill the travel expectations of the position
- Able to relate to and accept diverse audiences

Secretary

Duties:

Assist with scheduling programs and coordinating educational materials which are directly related to the program.

Required Qualifications:

- Training and/or previous experience in basic office skills

Finance Administrator**Duties:**

- Post disbursement voucher checks written
- Prepares vouchers for the State of New York on a quarterly basis
- Prepares balance sheets monthly
- Prepare accounts receivable statement monthly

Required Qualifications:

- High level of proficiency in general accounting skills
- Ability to complete typing for all financial reports
- Strong skills in using accounting software

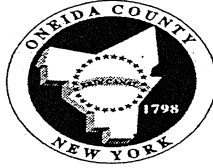
Volunteers

On occasion, former Discussion Leaders volunteer to return to assist in the training of newly employed Discussion Leader(s)

4. Total Program Budget: (See Attached)

Last Name	First Name	Address	City/Town	State	Zip	Home Phone	Business Phone	
Brewer	Kenneth	5545 Townline Rd	Vernon	NY	13476	829-4983		kbrewer286@polisihello.com
Humphrey	Brymer	8661 Tibbits Road	New Hartford	NY	13413	793-3108		brymerh@adelphia.net
Curtain	Pat	310 Gordon Ave	Sherill	NY	13461	363-0488		pcurtain2@twcnv.rr.com
Cassidy	Tom	10146 Stben Valley Road	Holland Patent	NY	13354	725-9812		agradionet@aol.com
Scherz	Fritz	6081 Rock Rd	Verona	NY	13478	363-3509		fritz@fritzscherz.com
Joseph	George	7315 Merriam Rd	Clinton	NY	13323	853-1024	c-796-5702	nthstr40@aol.com
Ohmann	Robert	3875 St Rt 12	Clinton	NY	13323		c-794-3926	ohmann@roadrunner.com
Pratt	Mary	4290 Middlesettlement Rd	New Hartford	NY	13413	Hi: 792-7782	W: 272-2219	waltgp@adelphia.net
Finn	Debbie	9195 Jones Rd	Holland Patent	NY	13354	865-8492		dfarms92@yahoo.com
Schiebel	Keith	4830 Day Rd	Vernon	NY	13476	829-2787	829-2520	kschiebel@vsschools.org
Simons	Benjamin	9664 Starr Hill Rd	Renssen	NY	13438	525-6432	831-5087	si99farm@aol.com
Richardson	Debra	140 Thomas Street	Utica	NY	13501	527-1467		drichardson11165@hotmail.com
Count	Board Member	Position	Term	Expiration				
1	Ken Brewer	President/Beef	2	12/31/2012				
2	Brymer Humphrey	Vice President / At-Large	1	12/31/2011				
3	Robert Ohmann	Treasurer/ Finance	2	3/30/2011				
4	Tom Cassidy	Secretary /	1	12/31/2011				
5	Lisa Ballard	At Large/ Horse / 4H	1	7/31/2013				
6	Debbie Finn	At Large/Dairy	1	7/31/2013				
7	Fritz Schertz		1	9/23/2013				
8	Pat Curtin, Ph.D.	At-Large/ Dairy & Admin	2	9/24/2011				
9	Debra Richardson	Food System	1	3/30/2011				
Appointed	Dick Halpin, Ph.D.	Cornell Representative		N/A				
Appointed	George Joseph	Legislative Representative		N/A				
10	Mary Pratt	At-Large/ Human Resources	2	3/30/2011				
11	Ben Simons	At-Large/ Dairy, Wood, FarmB	2	3/30/2011				
12	Keith Schiebel	At-Large/ Youth Ag Education	1	12/31/2010				

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

July 30, 2012

FN 20 12-324
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 following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

This Purchase of Services Agreement with the Neighborhood Center, Inc. ensures that the individuals providing advocacy services are competent and trained in the area of Child Sexual Abuse Investigation. The Advocates will provide child victims or alleged victims and their non-offending family members, with supportive services in a compassionate and understanding matter, to enable them to begin healing from the trauma of child sexual abuse and/or severe physical abuse.

The Child Advocacy Center has proven itself to be a model program and has been effective in the team-approach of investigation and conviction or perpetrators.

The cost of this Agreement is \$ 73,600 from the October 1, 2012 through September 30, 2013. There is no local cost to support this agreement.

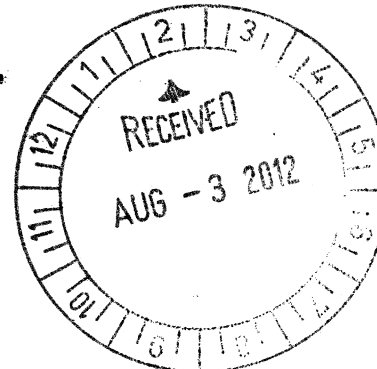
I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive
Date 8/1/12



LAS/tms
attachment

7/30/12
18606

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____.

**Oneida County Board of
Legislators Summary**

Name of Proposing Organization: Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

Title of Activity or Services: Advocacy Services to provide advocacy and guidance for Child Sexual Abuse victims or alleged victims and their families, of Child Sexual Abuse.

Proposed Dates of Operation: October 1, 2012 through September 30, 2013

Client Population/Number to be Served: Children and their families who are victims or alleged victims of Child Sexual Abuse

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Agreement is to assist child victims and their non-offending family members to move forward in their lives following the horrendous crime of child sexual abuse and /or severe physical abuse. The Contractor will provide child victims and their non-offending family members with supportive services in a compassionate and understanding matter, which will enable them to begin healing from the trauma of child sexual abuse and/or severe physical abuse.

The Children who have been sexually abused and/or severely physically abused and have disclosed, need to feel safe when telling of these horrendous acts. The Child Sexual Abuse Advocates will accompany the children and their non-offending family members throughout all processes of this disclosure during medical interview, exam, law enforcement and judicial proceedings. The role of the advocate is supportive, informative and continuous. The Advocates are also active participates with the Child Advocacy Center.

2). Program/Service Objectives and Outcomes

Outcome: Assist child victims and non-offending family members to deal with victimization in the most positive and healing manner possible to minimize trauma associated with child sexual and/or severe physical abuse.

Performance: Victim advocates will be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings in order to support the victims, facilitate future disclosures and promote a coordinated response by the CAC team in

regards to serious abuse cases. In their role the advocates will provide 24 hour crisis intervention as well as maintain regular contact with the victim and/or family. These services will be offered in a manner that reflects cultural competence and family focused planning.

3). Program Design and Staffing Level - Two full-time Child Sexual Abuse Advocates.

Total Funding Requested: \$ 73,600

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated Service: Mandated

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

Federal	0.00 %	= \$	0
State	100.00 %	= \$	63,600
Local	0.00 %	= \$	0
Other	0.00 %	= \$	10,000

Cost Per Client Served:

Past performance Served: The Neighborhood Center, Inc. has provided this service to the Department since 2009. The contract cost from June 1, 2011 through May 31, 2012 is \$ 78,867.

O.C. Department Staff Comments: The Department is satisfied with the provider's service and this is a community wide service not just limited to public assistance recipients. This service went out to RFP and had three respondents and the Neighborhood Center was awarded the Contract.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and The Neighborhood Center, Inc., 293 Genesee Street, Utica, New York 13501 (hereinafter called Contractor).

WHEREAS, the Department has the need to provide advocacy and guidance for Child Sexual Abuse victims and/or some family members for individual family in Oneida County,

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

NOW THEREFORE, the Contractor agrees to provide two Child Sexual Abuse Victim Advocates which have earned a four year degree in one of the following subjects: Psychology, human development, childhood development, social work, human services, sociology or a related field for victims referred by the Department,

The purpose of this Agreement is to assist child victims and their non-offending family members move forward in their lives following the horrendous crime of child sexual abuse and/or severe physical abuse. The Contractor will provide child victims and their non-offending family members with supportive services in a compassionate and understanding matter, which will enable them to begin healing from the trauma of child sexual abuse and/or severe physical. They will also develop and promote a coordinated response to child sexual abuse and or severe physical abuse; facilitate future disclosures; and collaborate efforts with other CAC team members, including law enforcement, child protective workers, medical personnel and mental health providers, utilizing trained New York State Department of Health certified sexual violence advocates; specifically family advocates.

The Children who have been sexually abused and/or severely physically abused and have disclosed, need to feel safe when telling of these horrendous acts. Disclosures happen at all different times of the day and night. The Child Sexual Abuse Advocates will accompany the children and their non-offending family members throughout all processes of this disclosure, whether it is with an investigator and/or Child Protective Service worker. The role of the advocate is supportive, informative and continuous.

The Child Sexual Abuse Advocates will assist children and their non-offending family members heal from the trauma of child sexual abuse.

The following is a list of services to be provided but not limited to:

- a) Respond to victims and their non-offending family members at the initial reporting of alleged child sexual abuse and/or severe physical abuse
- b) Provide crisis intervention, advocacy/accompaniment and information/referrals to child victims and their non-offending family members throughout the initial interview/investigation process.
- c) Provide supportive information in regards to the interview process; investigation process, criminal justice process; medical services; and all follow-up proceedings pertaining to the allegation of child sexual abuse/severe physical abuse to victims and their non-offending family members.
- d) Schedule and accompany on-site forensic medical exams for child sexual abuse victims.
- e) Schedule initial on-site counseling appointments with Child Advocacy Center mental health sub-contractors for child sexual abuse victims and their non-offending family members.
- f) Provide advocacy/accompaniment and support, after-hours/weekends during the initial disclosure/interview and forensic medical exam to child sexual abuse victims and their non-offending family members as needed.
- g) Provide follow-up services to include but not limited to monthly home visits and weekly phone contact to child sexual abuse victims and their non-offending family members.
- h) Participate in Child Advocacy Center meetings, case reviews, case planning discussion and training as directed by the Child Advocacy Center supervisory staff.
- i) Provide progress notes detailing pertinent case related contacts and information.
- j) Active participation in the Child Advocacy Center in meetings, planning and case discussion as called for or directed by the Child Advocacy Center. Two advocates will be co-located at the Child Advocacy Center to perform said services. The Child Advocates will be supervised by the provider's supervisory staff and overseen by the Child Advocacy Center and the Child Advocacy Center supervisory staff will direct daily activities.
- k) Advocates will make contacts with victims and families independent of medical exams, court appearances, interviews and counseling sessions as directed by Child Advocacy Center staff. Generally, Advocates will have contact with victims and their families in the home at least once a month for the duration of the open case. In addition, Advocates will have weekly phone contact with victims and families for the duration of the open case.
- l) Advocates will keep the caseworker and investigator assigned to the case informed of case developments.
- m) Advocates will attend training as provided by the County of Oneida.
 - a. Program Service Given: While Oneida County is particularly interested in innovative approaches to improving outcomes for families and children, all laws, regulations and Oneida County Department of Social Services procedures must be complied with including the following:
 - i. For Child Sexual Abuse Victims Advocacy services, contractor will cooperate with Oneida County Department of Social Services and will provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state, and local law.
 - ii. The contractor shall not sub-contract any part of this contract award to another agency without written approval from Oneida County

Department of Social Services.

- n) Advocates will build an effective relationship by establishing trust, empowering the victim/survivor, encouraging candor and providing clear, honest, supportive and accurate information
- o) Advocates will act as the voice for the victim/survivor until she/he can speak for self
- p) Advocates will respect the rights of the victim/survivor and non-offending family members
- q) Advocates will provide support, coaching and direction through home visits and telephone calls
- r) Advocates will provide referrals, facilitate access and coordinate services for victim/survivor and non-offending family members
- s) Advocates will obtain language translation or interpretation when needed
- t) Advocates will assist victim//survivor and non-offending family members in advocating for self to strengthen and reclaim control
- u) Advocates will share and help victim/survivor recognize hope, positive experiences and to identify and build on strengths.

The advocates assigned to the CAC will submit a fingerprint check and along with a SCR/Connections Check (cost will be covered by the Department).

The Child Advocacy Center will provide the advocates on-site supervision and will hold meetings with Contractor on a regular basis and/or as needed. The Contractor will be responsible for any disciplinary issues, if issues are identified and not corrected. The Child Advocacy Center Supervisors will be notified in writing of any disciplinary action taken, including counseling memos, for an advocate assigned within this contract.

The Department must be notified as soon as possible and made aware of when a advocate submits leave requests for example vacation, medical leave, leaving employment etc... and would need to know who would be filling in the slot and/or replacement during any extended absences.

The Contractor agrees that an advocate slot will not be vacant for more than two weeks at any time, even if they would have to use a temporary qualified individual for a short time to achieve a permanent advocate.

The Commissioner reserves the right to evaluate the Advocates performance and request the replacement of an advocate should he/she deem such action is necessary.

The Contractor agrees to provide any training deemed necessary by the Department.

The Contractor and the Department agree to meet as necessary but at least every 3 months to discuss systems and program issues.

The Department agrees to refer appropriate Child Sexual Abuse Victims and families on a timely

basis to utilize the Contractors services,

The Department and the Contractor agree that the goals of this Project are:

The goal is to help child victims and their non-offending family members deal with the victimization, through a team approach, with compassion and understanding, in a positive and healing manner.

Outcome/Measurements

Outcome: Assist child victims and non-offending family members to deal with victimization in the most positive and healing manner possible to minimize trauma associated with child sexual and/or severe physical abuse.

Performance: Victim advocates will be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings in order to support the victims, facilitate future disclosures and promote a coordinated response by the CAC team in regards to serious abuse cases. In their role the advocates will provide crisis intervention as well as maintain regular contact with the victim and/or family. These services will be offered in a manner that reflects cultural competence and family focused planning.

Measurement: 100% of the victim and families served at the CAC will be offered the services of a victim advocate and referred to a victim advocate for follow up.

Measurement: Victim advocates will engage 80% of the victims and families referred for services.

Measurement: 80% of the individuals who received services from the victim advocates will report satisfaction with the quality and availability of the services provided as measured by a client satisfaction survey given after the first 72 hours of service and at the conclusion of their services.

Contractor agrees advocates will apply best practice to meet outcomes established by the Department of Social Services:

- To Provide compassion and understanding to enable individuals to recover from the trauma of child sexual abuse and receive assistance they need to progress forward with their lives:
 - Build an effective relationship by
 - Establishing trust,
 - Empowering the victim/survivor
 - Encouraging candor
 - Providing clear, honest, supportive, and accurate information
- To foster additional disclosure by victim/survivor who might otherwise go without assistance
 - Develop an individual plan with each child and family
 - Create an environment that allows for healing and recovery for each child
 - Know and understand victim's rights
 - Know and understand potential issues associated with survivors of child sexual assault
 - Assist victim/survivor through legal and medical systems

- Know and understand potential issues associated with family/criminal court
 - Learn and understand culture and mores of family
 - Demonstrate empathy and resourcefulness
 - Know and be able to access community resources
 - Educate community about the impact of child sexual abuse, severe child abuse and maltreatment on the child, the family and the community.
- To develop and promote a more coordinated response through participation with the Child Advocacy Center.
- Respond to all initial reports of alleged child sexual abuse and/or severe physical abuse
 - Coordinate response between medial and legal systems to reduce intrusion, increase disclosure and promote open communication
 - Actively participate in morning meetings and Multi-Disciplinary Team Meetings
 - Attend training specific to advocacy work in order to provide a foundation for understanding the role of the Advocate on the team
 - Cultivate an atmosphere of professionalism through demonstration of skill, knowledge, initiative, effective communication and accountability.

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall:

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

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

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA

- compliance, or
3. There is a material change in the business practices and procedures of the Department.

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

The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

Reporting Requirements

The Contractor agrees to submit a Quarterly Program Report every three months for the duration of the contract. The Contractor must provide statistics report on a monthly basis which must be received monthly no later than the 5th day of the following month of service which will include the following information:

Number of victims and secondary victims served, monthly case load, type of services provided including number and type of contacts per case and comments.

Report must also include section for number of families served each month (broken out by TA-Temporary Assistance and 200% Poverty). In order to have consistent reporting in this section, the number of families reported each month is to be unduplicated within the contract. A family that is served more than once per month within the contract should be counted only once. If a family

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receives services from more than one contract with your agency should be counted once per month in each contract that service was received.

The Department must receive monthly reports no later than the 5th day of the following month of service. Reports must be submitted to the Oneida County Contract Administration Office located at 800 Park Avenue, 4th Floor, Utica, New York 13501.

The liaisons for this Contract are:

Jim Brognano ---- Oneida County Department of Social Services,
Patrice VanNortwick ----- Neighborhood Center

The term of this Agreement shall be from October 1, 2012 through September 30, 2013 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

The Department agrees to pay the Contractor monthly upon submission of a County Voucher and data to verify claimed expenditures. The total cost of services provided not to exceed \$ 73,600.00 per the attached County of Oneida Budget.

The Agency agrees to prepare and provide any and all monthly reports required by the County and State Governments pertaining to this contract.

The Contractor agrees to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's Annual Independent audit.

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

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

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

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

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

in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

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

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 1/5/12

Agency: _____

Authorized Signature: Sandra L. Soroka

Print Authorized Name: _____

Sandra L. Soroka
Executive Director
Neighborhood Center, Inc.

Title: _____

The Neighborhood Center, Inc.
Child Sexual Abuse Victim Advocacy
October 1, 2012 through September 30, 2013

Salaries	
Case Planner (1)	\$ 27,000
Case Planner (2)	\$ 27,000
After Hours Differential	\$ 2,000
Total Salary Costs	\$ 56,000
Fringe Benefits	\$ 14,000
Total Personnel Services	\$ 70,000
Admin & Overhead	\$ 0
Supplies	\$ 0
Travel/Conference	\$ 3,600
Total General Operating	\$ 3,600
Total Expenses	\$ 73,600

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Sandra L. Soroka

Executive Director

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

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Sandra L. Soroka

SIGNATURE

7/5/12

DATE