



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 July 11, 2012

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

<u>FILE NO.</u>	<u>COMMITTEE</u>
2012-278 ...	Read & Filed.....
2012-289 ...	Ways & Means
2012-290 ...	Ways & Means
2012-291 ...	Economic Development & Tourism, Ways & Means
2012-292 ...	Public Safety, Ways & Means
2012-293 ...	Public Safety, Ways & Means
2012-294 ...	Public Safety, Ways & Means
2012-295 ...	Public Safety, Ways & Means
2012-296 ...	Health & Human Services, Ways & Means.....
2012-297 ...	Health & Human Services, Ways & Means.....
2012-298 ...	Health & Human Services, Ways & Means.....
2012-299 ...	Health & Human Services, Ways & Means.....
2012-300 ...	Government Operations, Ways & Means
2012-301 ...	Government Operations, Ways & Means

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

for

FN 20 12 - 288

MEMORIALIZING PETITION

READ & FILED

F.N. 2012-

SPONSOR(S): Frank Tallarino, Rose Ann Convertino, Joseph Furgol, Philip Sacco, David Gordon, Michael Clancy, George Joseph

RE: AGAINST THE PROPOSAL TO INCREASE NEW YORK STATE THRUWAY TOLLS BY FORTY-FIVE PERCENT FOR BIGGER TRUCKS WITH THREE OR MORE AXLES.

WHEREAS, The toll for a three-axle truck traveling from Buffalo to New York City is about \$88 and this increase could raise that toll total to \$127.

WHEREAS, Small businesses can not sustain the increase in cost of transportation of goods, forcing them to raise the price of those goods and directly impacting the consumer's ability to buy such goods.

WHEREAS, It will undercut the message of economic growth our communities and New York State as a whole have been trying to achieve.

WHEREAS, It will force truckers to get off the Thruway, putting them onto local roads and endangering the safety of our communities

WHEREAS, It will force truckers to get off the Thruway, meaning fewer tolls collected by trucks taking alternate routes, causing a decrease in monies collected.

WHEREAS, It could force companies and businesses to move out of New York State.

RESOLVED, That the Clerk of the Board shall transmit copies of this memorializing petition to New York State Assembly Representatives Anthony Brindisi (D-116), Claudia Tenney (R-115), and William Magee (D-111), New York State Senators Joseph Griffo (R-47) and David Valesky (D-49), Governor Andrew Cuomo, New York State Assembly Speaker Sheldon Silver and New York State Majority Leader Dean Skelos, New York State Department of Transportation Commissioner Joan McDonald.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Frank Tallarino
Joseph Furgol *R. King*
Michael Clancy *Peter H. Brennan*

House Regner

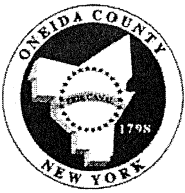
Philip Sacco
Clay *0-11*
William Magee
David Valesky

William F. Rodman
Sammy Speziale
S. J. P.

Joe Ann Conventino
 Les Porter
 Ronald J. Faunsero
 Chad Davis
 Heidi Dwyer
 Norm Leach
 Eric Ely
 James Kelly
 Wade Wood
 Paul R. Paparella
 Edward P. Wilse
 Brian Mills
 & Michael Wakeman

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: _____



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

FN 20 12 - 289



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

WAYS & MEANS

Re: Tentative Agreement between Oneida County, Mohawk Valley Community College and United Public Service Employees Union, Blue Collar Unit

Dear Mr. Picente:

The County/MVCC negotiating team has entered into a Tentative Agreement with United Public Service Employees Union, White Collar Unit. The union membership ratified the agreement on June 26, 2012 by a vote of 138-48.

I am attaching a copy of the Tentative Agreement to this letter for your reference. In summary, the Tentative Agreement holds as follows:

Length of Award

Three years (January 1, 2011– December 31, 2014)

Wages

2011:

- No increase to the 2010 schedule. The 2011 schedule shall be the same as the 2010 schedule.
- Employees will be eligible for annual step movement in 2011 (already occurred on January 1, 2011).
- No increase to the salaries of employees who are “off the schedule”.

2012:

- No increase to the 2010 schedule. The 2012 schedule shall be the same as both the 2010 schedule and the 2011 schedule.
- Employees will be eligible for annual step movement in 2012 (already occurred on January 1, 2012).
- Each employee who is “off the schedule” shall receive a 2% increase to his/her salary retroactive to January 1, 2012.

2013:

- On January 1, 2012, the 2012 schedule shall be increased by 1% to create the 2013 schedule.
- On January 1, 2012, Step 1 shall be dropped from the 2013 schedule and the remaining steps shall be appropriately renumbered.

- No employees will be eligible for annual step movement in 2013. (although their step number shall change solely as a function of the renumbering.) Annual step movement will resume on January 1, 2014, with employees eligible for step movement advancing one step.
- Each employee who is "off the schedule" shall receive a 2.5% increase to his/her salary effective January 1, 2013.

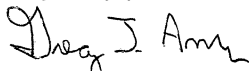
HEALTH INSURANCE

The \$10.00 co-payment plan offered by the County shall be changed to a \$20.00 co-payment plan, as soon as practicable.

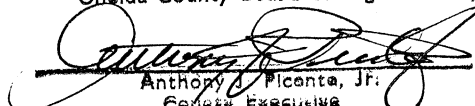
The County shall contribute up to twenty-five dollars (\$25.00) per month per covered employee for a dental program offering individual and dependent coverage, as soon as practicable.

I would ask that your office forward the matter to the Oneida County Board of Legislators with your recommendation for legislative approval.

Very truly yours,


Gregory J. Amoroso
County Attorney

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


Anthony J. Picanta, Jr.
County Executive

Date 6-28-12

MEMORANDUM OF AGREEMENT

WHEREAS, the collective bargaining agreement between Oneida County/MVCC (hereinafter referred to as the "County") and the United Public Service Employees Union Blue Collar Unit, (hereinafter referred to as the "Union") expired on December 31, 2010; and

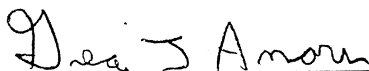
WHEREAS, the parties have been engaged in negotiations for a successor collective bargaining agreement; and

WHEREAS, the parties have reached a settlement and further wish to commit such to writing;

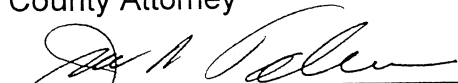
NOW, THEREFORE, the parties hereto agree that the current agreement and all terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified: (attached).

This Memorandum of Agreement is subject to the approval of the Oneida County Legislature and the ratification of the membership of the Union. Each respective negotiating committee agrees to recommend the Memorandum of Agreement for approval and ratification.

FOR THE COUNTY:



Gregory J. Amoroso, Esq.
County Attorney



John P. Talerico
Commissioner of Personnel



Kim Evans-Dame
Director of Human Resources, MVCC

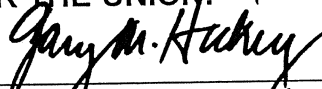


Thomas B. Keeler
Budget Director

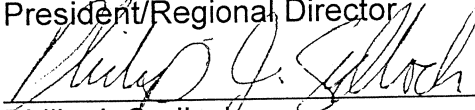
Date

6/4/12

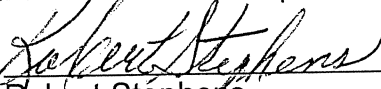
FOR THE UNION:



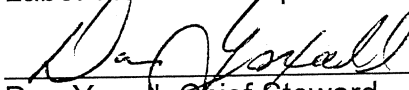
Gary M. Hickey, Executive Vice
President/Regional Director



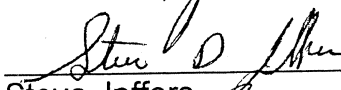
Philip J. Sedlock
Labor Relations Representative



Robert Stephens
Labor Relations Representative



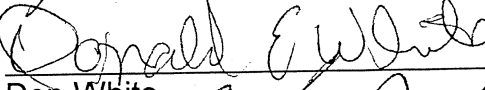
Dan Yoxall, Chief Steward



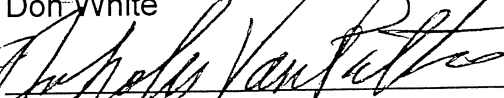
Steve Jeffers



Bill Larkin



Don White



Nick VanPatten

5-24-12

Date

ARTICLE VII
ADMINISTRATION OF THE SALARY SCHEDULE

Delete in its entirety:

- A. ~~On January 1, 2006, the 2005 schedule shall be increased by 1% to create the 2006 schedule; on January 1, 2007, the 2006 schedule shall be increased by 1% to create the 2007 schedule; on January 1, 2008 the 2007 schedule shall be increased by 1% to create the 2008 schedule; on January 1, 2009, the 2008 schedule shall be increased by 1% to create the 2009 schedule; on January 1, 2010, the 2009 schedule shall be increased by 1% to create the 2010 schedule.~~

Amend by adding the following language:

- A. ***On January 1, 2011, there shall be no increase to the 2010 schedule. The 2011 schedule shall be the same as the 2010 schedule. On January 2012, there shall be no increase to the 2011 schedule. The 2012 schedule shall be the same as the 2011 schedule. On January 1, 2013, the 2012 schedule shall be increased by 1% to create the 2013 schedule.***
- B. Each employee shall be eligible for annual step movement on the ~~2006, 2007, 2008, 2009, 2010~~ **2011 and 2012** schedule with step movement occurring on ~~January 1, 2006, January 1, 2007, January 1, 2008, January 1, 2009 and January 1, 2010~~ **January 1, 2011 and January 1, 2012.** ***No employee shall be eligible for annual step movement in 2013 only (although their step movement shall change solely as a function of the renumbering, referenced in D. below). Annual step movement will resume on January 1, 2014 with employees eligible for step movement advancing one step.*** However, new employees hired subsequent to September 30th of any calendar year will remain at Step 1 until January 1st of the second calendar year following the calendar year in which they were hired. It is also understood that step movement shall continue on each January 1st after the expiration date of this Agreement. Notwithstanding this, upon reaching Step 15 of the particular salary grade, there shall be no further step movement or base salary increases until such time as a successor agreement to this Agreement is negotiated.
- C. Upon an employee's reaching the maximum step, there shall be no further step movement during the life of this Agreement and the employee will become "off the schedule". Each employee who has been "off the schedule" shall be eligible to receive a ~~3%~~ **0%** increase to his/her salary effective January 1, ~~2006~~ **2011**, a ~~3%~~ **2%** increase to his/her salary effective January 1, ~~2007~~ **2012 and**, a ~~3%~~ **2.5%** increase to his/her salary effective January 1, ~~2008~~ **2013**, a ~~3%~~ increase to his/her salary effective January 1, ~~2009~~ and a ~~3%~~ increase to his/her salary effective January 1, ~~2010~~. Each employee who becomes "off the schedule" during the life of this Agreement shall be eligible for any of the above salary increases that occur subsequent to said employee becoming "off the schedule". There shall be no further base salary increases until such time as a successor agreement to this Agreement is negotiated.

D. ***On January 1, 2013, Step 1 will be dropped from the 2013 salary schedule and the remaining Steps will be appropriately renumbered.***

7.8 Retroactivity

Where applicable, an employee who is still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment based upon his/her ~~2006~~ **2011** base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, ~~2006~~ **2011** and said payroll period.

ARTICLE XVIII HEALTH INSURANCE COVERAGE

The \$10.00 co-payment plans offered by the County shall be changed to a \$20.00 co-payment plan as soon as practicable. A summary of major changes is set forth on the attached schedule.

18.4 Premium Cost Sharing for Dental Benefits

Effective January 2001, the County shall also contribute up to \$20 per month per covered employee for a dental program offering individual and dependent coverage. ***The County shall contribute up to twenty-five dollars (\$25.00) per month per covered employee for a dental program offering individual and dependent coverage, as soon as practicable.*** The employee shall bear the remaining cost of said dental benefits. UPSEU shall select the dental carrier after consultation with the County. Such dental carrier must be licensed or authorized to provide dental benefits in New York State. No union officer or employee shall have a financial interest in said carrier. The dental plan shall not be with or through a union benefit fund.

ARTICLE XXIX CONTINUATION

29.1 This Agreement shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, ~~2010~~ **2013**.

29.2 The County and UPSEU recognize the desirability of commencing negotiations by January 1, ~~2010~~ **2013**, should either party desire to modify this Agreement, so that the negotiated Agreement's terms and conditions can hopefully be available for the ~~2011~~ **2014** County budgetary process. If neither party expresses a desire to modify this Agreement by written notice delivered to the other party not later than September 1, ~~2010~~ **2013**, this Agreement shall be automatically continued for the ~~2011~~ **2014** budgetary year at the same terms and conditions of the ~~2010~~ **2013** budgetary year.

Incorporate Memorandum of Agreement regarding court or jury duty.

Make applicable editorial changes.

Oneida County Summary Comparison of Health Benefit Plans

SERVICES COVERED	EBS-RMSCO TRADITIONAL	EBS-RMSCO PPO PLAN** (No referrals required some services may require prior authorization)
Hospital Services Inpatient	Covered in full, semi-private room rate, 365-day maximum.	\$240 co-pay per admission, if the admission is separated by less than 90 days for same illness no additional hospital inpatient co-pay will apply.
Outpatient/Ambulatory surgery	Covered in full.	\$100 co-pay
Pre-admission Testing	Covered in full.	Covered in full.
Physicians Services		
Office Visits for Illness / Injury	Payable at 80%	\$10 <u>\$20</u> co-pay
Hospital Visits	Payable at 80%	Covered in full
Surgery	Payable at 100% if physician employed by the hospital.	Covered in full
Anesthesia	Payable at 80%	Covered in full
2 nd Surgical Opinion	Payable at 100% if physician employed by the hospital.	Covered in full
X-ray #	Payable at 80%	\$10 <u>\$20</u> co-pay
MRI / CAT Scans	All Payable at 80% including MRI / CAT Scans etc.	\$10 <u>\$20</u> co-pay - X-ray MRI / CAT Scans etc. prior authorization may be required by the EBS-RMSCO Medical Director.
Lab Service #		Covered in full - Lab service

Oneida County Summary Comparison of Health Benefit Plans

SERVICES COVERED	RMSCO TRADITIONAL	RMSCO PPO PLAN**
Preventive Care Routine Physicals Routine OB/GYN Visits	Covered 100% of allowed charges not subject to deductible. Covered 100% of allowed charges not subject to deductible.	\$10 co-pay ; <u>Covered in full</u> Covered in full
Well-Child Care	Covered 100% of allowed charges not subject to deductible.	Covered in full for preventative/well-child care visits up to age 19.
Prescription Drug	\$5/\$20/\$35 co-pay for a 30-day supply at Pharmacy. Mail Order Service- 2 copays/90 day supply.	
Durable Medical Equipment Diabetic Supplies	Payable at 80%	20% co-pay <u>\$20</u>
Vision Care	Pays maximum of: \$35 - eye exam, annually (if under age 18, exam fee waived) \$15 - frame - 24 months \$18 - single - annually \$33 - bifocal single - annually \$63 - bifocal double - annually \$108 - trifocal - annually \$140 - Contact lenses - annually	\$10 <u>\$20</u> co-pay - Covers one routine eye exam every year. \$10 <u>\$20</u> co-pay - Medically necessary eye care for disease or injury.

Oneida County Summary Comparison of Health Benefit Plans

SERVICES COVERED	EBS-RMSCO TRADITIONAL	EBS-RMSCO PPO PLAN**
Emergency Care Area Hospital Out-of-Area Urgent Care	Covered in full accidental injury and medical emergency. Accidental injury and medical emergency covered according to the Travel Net-Work Schedule of Benefits. Payable at 80% to an Urgent Care Facility.	\$50 co-pay (waived if admitted) \$50 co-pay (waived if admitted) \$25 co-pay - Urgent Care Facility
Ambulance	Payable at 80%	Covered in full
Maternity Hospital Physician Pediatrician	Covered in full Payable at 80% Payable at 80% Payable at 100% if physician employed by the hospital.	\$240 co-pay \$10 co-pay Covered in full
Oral Surgery Preventive dental services included on MVP POS <u>only for children</u>	Accidental injury to sound natural teeth when treated within 24 months of injury and begins within 90 days after the accident. Diagnosis and treatment of oral tumors and oral surgery to remove cysts.	\$10 \$20 co-pay to treat accidental injury to sound natural teeth within 12 months of the injury.

Oneida County Summary Comparison of Health Benefit Plans

SERVICES COVERED	EBS-RMSCO TRADITIONAL	EBS-RMSCO PPO PLAN**
Annual Deductible	\$100 Individual / \$300 Family	None
Out-Of-Net work Benefits		**Preferred Provider Plan \$500 Single/\$1000 Family deductible per year. Co-pay = 80% of allowable charges. \$5000 Single/\$10,000 Family annual out-of-pocket maximum per calendar year.

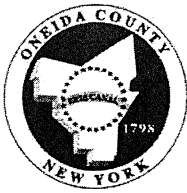
HEALTH COVERAGE FOR DEPENDENT CHILDREN AGES 19 TO 26 – Only Immediate dependents of current employees, up to the age of 26 who are not eligible for another employer-based health plan may be eligible to enroll in their parent’s plan during an Open Enrollment period or with a Qualifying Event.

DENTAL COVERAGE FOR DEPENDENT CHILDREN BETWEEN AGES 19 AND 25 - GHI PREFERRED or HEALTHPLEX covers dependent children until the end of month in which they turn age 19 unless they are Full Time Students. Verification each semester of full time attendance from an accredited school is required. Coverage will end at the end of the month in which they graduate, no longer considered attending full time, drop out of school or turn age 25.

****EBS-RMSCO PPO is a Preferred Provider Plan.** The above summary shows the benefits payable for In-Network services. The “Preferred Provider” summary refers to benefits provided Out-of-Network.

#Many X-ray and laboratory test require two providers’ services, one for taking the X-ray or drawing the lab work, the other for interpreting/processing results. Payments for each may apply and are based on where the work was done.

THIS IS A SUMMARY OF BENEFITS FOR COMPARISON PURPOSES ONLY. ACTUAL BENEFITS MAY VARY. PLEASE REFER TO THE OFFICIAL PLAN DOCUMENT FOR ACTUAL PLAN BENEFITS.



ONEIDA COUNTY DEPARTMENT OF LAW

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800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

GREGORY J. AMOROSO
COUNTY ATTORNEY

FN 20 12-290



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

WAYS & MEANS

Re: Tentative Agreement between Oneida County, Mohawk Valley Community College and United Public Service Employees Union, White Collar Unit

Dear Mr. Picente:

The County/MVCC negotiating team has entered into a Tentative Agreement with United Public Service Employees Union, White Collar Unit. The union membership ratified the agreement on June 18, 2012 by a vote of 254-221.

I am attaching a copy of the Tentative Agreement to this letter for your reference. In summary, the Tentative Agreement holds as follows:

Length of Award

Three years (January 1, 2011– December 31, 2014)

Wages

2011:

- No increase to the 2010 schedule. The 2011 schedule shall be the same as the 2010 schedule.
- Employees will be eligible for annual step movement in 2011 (already occurred on January 1, 2011).
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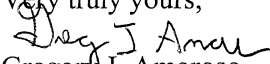
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- Each employee who is "off the schedule" shall receive a 2.5% increase to his/her salary effective January 1, 2013.

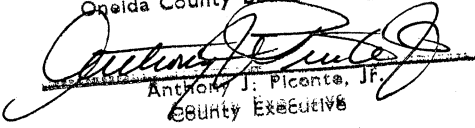
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I would ask that your office forward the matter to the Oneida County Board of Legislators with your recommendation for legislative approval.

Very truly yours,

Gregory J. Amoroso
County Attorney

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

Anthony J. Picante, Jr.
County Executive
Date 6-28-12

MEMORANDUM OF AGREEMENT

WHEREAS, the collective bargaining agreement between Oneida County/MVCC (hereinafter referred to as the "County") and the United Public Service Employees Union White Collar Unit, (hereinafter referred to as the "Union") expired on December 31, 2010; and

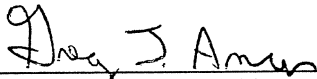
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WHEREAS, the parties have reached a settlement and further wish to commit such to writing;

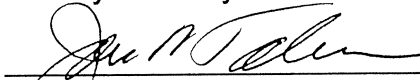
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This Memorandum of Agreement is subject to the approval of the Oneida County Legislature and the ratification of the membership of the Union. Each respective negotiating committee agrees to recommend the Memorandum of Agreement for approval and ratification.

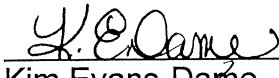
FOR THE COUNTY:




Gregory J. Amoroso, Esq.
County Attorney



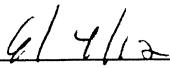
John P. Talerico
Commissioner of Personnel



Kim Evans-Dame
Director of Human Resources, MVCC

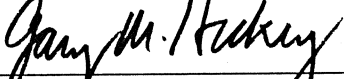


Thomas B. Keeler
Budget Director

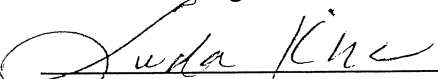


Date

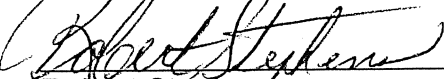
FOR THE UNION:



Gary M. Mickey, Executive Vice
President/Regional Director



Linda Kirnan
Labor Relations Representative




Robert Stephens
Labor Relations Representative



Tim Dittfield, Chief Steward



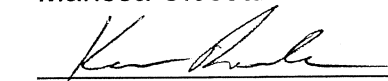
Patricia Allen



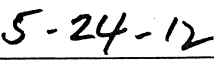
Chuck Burkhart



Marissa Ciccotti



Ken Ranke



Date

**ARTICLE VII
ADMINISTRATION OF THE SALARY SCHEDULE**

Delete in its entirety:

- A. ~~On January 1, 2006, the 2005 schedule shall be increased by 1% to create the 2006 schedule; on January 1, 2007, the 2006 schedule shall be increased by 1% to create the 2007 schedule; on January 1, 2008 the 2007 schedule shall be increased by 1% to create the 2008 schedule; on January 1, 2009, the 2008 schedule shall be increased by 1% to create the 2009 schedule; on January 1, 2010, the 2009 schedule shall be increased by 1% to create the 2010 schedule.~~

Amend by adding the following language:

- A. ***On January 1, 2011, there shall be no increase to the 2010 schedule. The 2011 schedule shall be the same as the 2010 schedule. On January 2012, there shall be no increase to the 2011 schedule. The 2012 schedule shall be the same as the 2011 schedule. On January 1, 2013, the 2012 schedule shall be increased by 1% to create the 2013 schedule.***
- B. Each employee shall be eligible for annual step movement on the ~~2006, 2007, 2008, 2009, 2010~~ **2011 and 2012** schedule with step movement occurring on ~~January 1, 2006, January 1, 2007, January 1, 2008, January 1, 2009 and January 1, 2010~~ **January 1, 2011 and January 1, 2012.** ***No employee shall be eligible for annual step movement in 2013 only (although their step movement shall change solely as a function of the renumbering, referenced in E. below). Annual step movement will resume on January 1, 2014 with employees eligible for step movement advancing one step.*** However, new employees hired subsequent to September 30th of any calendar year will remain at Step 1 until January 1st of the second calendar year following the calendar year in which they were hired. It is also understood that step movement shall continue on each January 1st after the expiration date of this Agreement. Notwithstanding this, upon reaching Step 15 of the particular salary grade, there shall be no further step movement or base salary increases until such time as a successor agreement to this Agreement is negotiated.
- C. Upon an employee's reaching the maximum step, there shall be no further step movement during the life of this Agreement and the employee will become "off the schedule". Each employee who has been "off the schedule" shall be eligible to receive a ~~3%~~ **0%** increase to his/her salary effective January 1, ~~2006~~ **2011**, a ~~3%~~ **2%** increase to his/her salary effective January 1, ~~2007~~ **2012 and**, a ~~3%~~ **2.5%** increase to his/her salary effective January 1, ~~2008~~ **2013**, a ~~3%~~ increase to his/her salary effective January 1, 2009 and a ~~3%~~ increase to his/her salary effective ~~January 1, 2010~~. Each employee who becomes "off the schedule" during the life of this Agreement shall be eligible for any of the above salary increases that occur subsequent to said employee becoming "off the schedule". There shall be no further base salary increases until such time as a successor agreement to this Agreement is negotiated.

~~D. Each employee who is at the top step of the 2005 salary schedule on December 31, 2005 shall be taken "off the schedule" at that time, and shall be granted a 3% base salary increase effective January 1, 2006, an additional 3% base salary increase effective January 1, 2007, an additional 3% base salary increase effective January 1, 2008, an additional 3% salary increase effective January 1, 2009, and an additional 3% base salary increase effective January 1, 2010.~~

~~Each employee who is at the top step of the 2006 salary schedule on December 31, 2006 shall be taken "off the schedule" at that time, and shall be granted a 3% base salary increase effective January 1, 2007, an additional 3% base salary increase effective January 1, 2008, an additional 3% salary increase effective January 1, 2009, and an additional 3% base salary increase effective January 1, 2010.~~

D. Each employee who is at the top step of the 2007 **2010** salary schedule on December 31, 2007 **2010** shall be taken "off the schedule" at that time, and shall be granted a 3% **0%** base salary increase effective January 1, 2008 **2011**, an additional 3% **2%** salary increase effective January 1, 2009 **2012**, and an additional 3% **2.5%** base salary increase effective January 1, 2010 **2013**.

Each employee who is at the top step of the 2008 **2011** salary schedule on December 31, 2008 **2011** shall be taken "off the schedule" at that time, and shall be granted a 3% **2%** base salary increase effective January 1, 2009 **2012**, and an additional 3% **2.5%** base salary increase effective January 1, 2010 **2013**.

Each employee who is at the top step of the 2009 **2012** salary schedule on December 31, 2009 **2012** shall be taken "off the schedule" at that time, and shall be granted a 3% **2.5%** base salary increase effective January 1, 2010 **2013**.

E. ***On January 1, 2013, Step 1 will be dropped from the 2013 salary schedule and the remaining Steps will be appropriately renumbered.***

7.8 Retroactivity

Where applicable, an employee who is still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment based upon his/her 2006 **2011** base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, 2006 **2011** and said payroll period.

ARTICLE XVIII HEALTH INSURANCE COVERAGE

The \$10.00 co-payment plans offered by the County shall be changed to a \$20.00 co-payment plan as soon as practicable. A summary of major changes is set forth on the attached schedule.

18.4 Premium Cost Sharing for Dental Benefits

Effective January 2001, the County shall also contribute up to \$20 per month per covered employee for a dental program offering individual and dependent coverage. ***The County shall contribute up to twenty-five dollars (\$25.00) per month per covered employee for a dental program offering individual and dependent***

coverage, as soon as practicable. The employee shall bear the remaining cost of said dental benefits. UPSEU shall select the dental carrier after consultation with the County. Such dental carrier must be licensed or authorized to provide dental benefits in New York State. No union officer or employee shall have a financial interest in said carrier. The dental plan shall not be with or through a union benefit fund.

ARTICLE XXIX CONTINUATION

29.1 This Agreement shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, ~~2010~~ **2013**.

29.2 The County and UPSEU recognize the desirability of commencing negotiations by January 1, ~~2010~~ **2013**, should either party desire to modify this Agreement, so that the negotiated Agreement's terms and conditions can hopefully be available for the ~~2011~~ **2014** County budgetary process. If neither party expresses a desire to modify this Agreement by written notice delivered to the other party not later than September 1, ~~2010~~ **2013**, this Agreement shall be automatically continued for the ~~2011~~ **2014** budgetary year at the same terms and conditions of the ~~2010~~ **2013** budgetary year.

Incorporate Memorandum of Agreement regarding court or jury duty.

Incorporate Memorandum of Agreement regarding new included titles.

Make applicable editorial changes.

LET9910.GMH/jcp

Oneida County Summary Comparison of Health Benefit Plans

SERVICES COVERED	EBS-RMSCO TRADITIONAL	EBS-RMSCO PPO PLAN** (No referrals required some services may require prior authorization)
Hospital Services Inpatient	Covered in full, semi-private room rate, 365-day maximum.	\$240 co-pay per admission, if the admission is separated by less than 90 days for same illness no additional hospital inpatient co-pay will apply.
Outpatient/Ambulatory surgery	Covered in full.	\$100 co-pay
Pre-admission Testing	Covered in full.	Covered in full.
Physicians Services		
Office Visits for Illness / Injury	Payable at 80%	\$10 <u>\$20</u> co-pay
Hospital Visits	Payable at 80%	Covered in full
Surgery	Payable at 100% if physician employed by the hospital.	Covered in full
Anesthesia	Payable at 80%	Covered in full
2 nd Surgical Opinion	Payable at 100% if physician employed by the hospital.	Covered in full
X-ray #	Payable at 80%	\$10 <u>\$20</u> co-pay
MRI / CAT Scans	All Payable at 80% including MRI / CAT Scans etc.	MRI / CAT Scans etc. prior authorization may be required by the EBS-RMSCO Medical Director.
Lab Service #		Covered in full - Lab service

Oneida County Summary Comparison of Health Benefit Plans

SERVICES COVERED	RMSCO TRADITIONAL	RMSCO PPO PLAN**
Preventive Care Routine Physicals Routine OB/GYN Visits	Covered 100% of allowed charges not subject to deductible. Covered 100% of allowed charges not subject to deductible.	\$10 co-pay <u>Covered in full</u> Covered in full
Well-Child Care	Covered 100% of allowed charges not subject to deductible.	Covered in full for preventative/well-child care visits up to age 19.
Prescription Drug	\$5/\$20/\$35 co-pay for a 30-day supply at Pharmacy. Mail Order Service- 2 copays/90 day supply.	
Durable Medical Equipment Diabetic Supplies	Payable at 80%	20% co-pay <u>\$20</u>
Vision Care	Pays maximum of: \$35 - eye exam, annually (if under age 18, exam fee waived) \$15 - frame - 24 months \$18 - single - annually \$33 - bifocal single - annually \$63 - bifocal double - annually \$108 - trifocal - annually \$140 - Contact lenses - annually	\$10 <u>\$20</u> co-pay - Covers one routine eye exam every year. \$10 <u>\$20</u> co-pay - Medically necessary eye care for disease or injury.

Oneida County Summary Comparison of Health Benefit Plans

SERVICES COVERED	EBS-RMSCO TRADITIONAL	EBS-RMSCO PPO PLAN**
Emergency Care Area Hospital Out-of-Area Urgent Care	Covered in full accidental injury and medical emergency. Accidental injury and medical emergency covered according to the Travel Net-Work Schedule of Benefits. Payable at 80% to an Urgent Care Facility.	\$50 co-pay (waived if admitted) \$50 co-pay (waived if admitted) \$25 co-pay - Urgent Care Facility
Ambulance	Payable at 80%	Covered in full
Maternity Hospital Physician Pediatrician	Covered in full Payable at 80% Payable at 80% Payable at 100% if physician employed by the hospital.	\$240 co-pay \$10 co-pay Covered in full
Oral Surgery Preventive dental services included on MVP POS <u>only for children</u>	Accidental injury to sound natural teeth when treated within 24 months of injury and begins within 90 days after the accident. Diagnosis and treatment of oral tumors and oral surgery to remove cysts.	\$10-\$20 co-pay to treat accidental injury to sound natural teeth within 12 months of the injury.

Oneida County Summary Comparison of Health Benefit Plans

SERVICES COVERED	EBS-RMSCO TRADITIONAL	EBS-RMSCO PPO PLAN**
Annual Deductible	\$100 Individual / \$300 Family	None
Out-Of-Net work Benefits		**Preferred Provider Plan \$500 Single/\$1000 Family deductible per year. Co-pay = 80% of allowable charges. \$5000 Single/\$10,000 Family annual out-of-pocket maximum per calendar year.

HEALTH COVERAGE FOR DEPENDENT CHILDREN AGES 19 TO 26 – Only Immediate dependents of current employees, up to the age of 26 who are not eligible for another employer-based health plan may be eligible to enroll in their parent’s plan during an Open Enrollment period or with a Qualifying Event.

DENTAL COVERAGE FOR DEPENDENT CHILDREN BETWEEN AGES 19 AND 25 - GHI PREFERRED or HEALTHPLEX covers dependent children until the end of month in which they turn age 19 unless they are Full Time Students. Verification each semester of full time attendance from an accredited school is required. Coverage will end at the end of the month in which they graduate, no longer considered attending full time, drop out of school or turn age 25.

****EBS-RMSCO PPO is a Preferred Provider Plan.** The above summary shows the benefits payable for In-Network services. The “Preferred Provider” summary refers to benefits provided Out-of-Network.

#Many X-ray and laboratory test require two providers’ services, one for taking the X-ray or drawing the lab work, the other for interpreting/processing results. Payments for each may apply and are based on where the work was done.

THIS IS A SUMMARY OF BENEFITS FOR COMPARISON PURPOSES ONLY. ACTUAL BENEFITS MAY VARY. PLEASE REFER TO THE OFFICIAL PLAN DOCUMENT FOR ACTUAL PLAN BENEFITS.



MOHAWK VALLEY COMMUNITY COLLEGE

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Office of the President
(315) 792-5333
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FN 20 12-291

**ECONOMIC DEVELOPMENT
& TOURISM**

July 6, 2012

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

WAYS & MEANS

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

[Signature]
Anthony J. Picente, Jr.
County Executive

Date 7/6/12

Dear ~~Mr.~~ ^{*[Handwritten: Tony]*} Picente:

I am pleased to forward for your review a revised three-year contract that the members of the MVCC Professional Association and the MVCC Board of Trustees have both ratified. This collective bargaining agreement is well within the parameters set forth by the MVCC Board of Trustees.

The agreement preserves the previous agreements regarding changes to the development of online courses, does not provide any material increase to longevity, and no longer includes the previous prescription health concession. The agreement covers the period from September 1, 2010 through August 31, 2013 and includes across-the-board raises as follows:

- 2010-11 – 0%
- 2011-12 – 2.50%
- 2012-13 – 2.50%

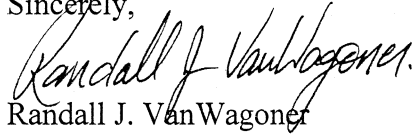
Since the agreement does not contain a salary schedule, there are no step movements that would increase costs beyond the stated percentage increases. Salary increases are for one year at a time only, so there will be no Triborough requirement for additional increases if no successor agreement is in place by August 31, 2013. Otherwise, the agreement is essentially the same as what was previously communicated.

I hope that you will support this collective bargaining agreement and respectfully request that you forward it for expedited review by the Oneida County Board of Legislators. Enclosed is a copy of the contract for your records.



If there are any questions about this agreement or about the changes it contains, please do not hesitate to call me directly.

Sincerely,



Randall J. VanWagoner
President

Enclosures

- C: MVCC Board of Trustees
Chairman of the Board - Gerald J. Fiorini
Majority Leader - George Joseph
Assistant Majority Leader - Brian Miller
Minority Leader - Frank Tallarino
Assistant Minority Leaders - Michael Clancy, Philip Sacco, Joseph Furgol
Chairman, Economic Development & Tourism - Ed Welsh
Chairman, Ways and Means - Les Porter
Chief of Staff for County Executive - Al Candido
Clerk of the Board - Mikale Billard
Deputy Clerk of the Board - Phyllis Parry

AGREEMENT FOR SETTLEMENT OF PERB CASE NO. U-31121 (TENTATIVE AGREEMENT FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF ONEIDA, BOARD OF TRUSTEES OF THE MOHAWK VALLEY COMMUNITY COLLEGE AND MOHAWK VALLEY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION)*

1. Article 4.6.G

Effective with the 2010-2011 promotions, employees will receive upon promotion to each rank or level increases in base salary as indicated:

Instructor to Assistant Professor or Level 1 to Level 2	\$1500
Assistant Professor to Associate Professor or Level 2 to Level 3	\$2000
Associate Professor to Full Professor or Level 3 to Level 4	\$2500

2. Article 5.5.B

During the term of this agreement a committee will be formed to discuss the hours and extent of the workday. This committee shall consist of three members appointed by the President of the Association, and three members appointed by the College President.

3. Article 5.6.A.3

Academic Year	2 Semesters	1 Semester
2010-2011	\$8,365	\$4,184
2011-2012	\$8,574	\$4,289
2012-2013	\$8,788	\$4,396

4. Article 5.8

Add "By mutual agreement of supervisor and faculty member, office hours may be flexed to accommodate student needs during peak academic times. Such agreement or lack thereof shall not be subject to evaluation." Add "conspicuously" after "post" in the first sentence.

* This Settlement Agreement is conditioned upon approval of the terms of the Tentative Agreement set forth herein by the Board of Trustees of Mohawk Valley Community College (MVCC), Board of Legislators of Oneida County, and the membership of the MVCC Professional Association, respectively.

5. Article 5.14.C

C. Web-Based Courses

1. Definition. A web-based course is a course approved by the College for online instruction. A hybrid course eligible for compensation (Section 5.14.C.5) is a course approved by the College for online instruction of which at least twenty percent (20%) is delivered online. If a web-based course consists of an off-the-shelf, pre-authored, or an uploadable cassette/cd/dvd from a book publisher or any other multi-media vendor, it is defined as a prefabricated web-based course. Such a prefabricated course may be used as a web-based course by a bargaining unit member but it is neither subject to ownership nor compensation as described herein.
2. Basis of Participation. Participation in web-based courses shall be voluntary for all bargaining unit members unless a bargaining unit member is otherwise informed in the appointment letter.
3. Technical Support. The College is committed to providing the best training and technical support possible to instructors of web-based courses both during the developmental period and when the course is offered. Faculty and staff who intend to create online courses must be trained in the technology, special skills and methods necessary for online instruction including retraining to address changes in technology. Training will be offered by the College at a mutually agreeable time. The statement of principle contained herein and the commitment to training contained herein are not subject to the arbitration step of the grievance process.
4. Class Size. Beginning with the ratification of this agreement, all web-based courses will have a cap of 25. Upon mutual written agreement with the bargaining unit member, the cap may be raised above 25, but not to exceed 40.
5. Compensation. Once the terms of the contract between the unit member and the College are fulfilled, the College shall compensate each bargaining unit member who develops an approved web-based course as follows for original course development.

First three credit-hour course developed \$1,100

Second or subsequent three credit-hour course developed \$850

Compensation for developing courses with fewer or more than three credit-hours will be prorated proportionately based upon credit hours. Development

monies will be paid in two equal installments, the first half-way through development and the second when the terms of the contract are met. A bargaining unit member who is approved to modify a course developed by someone else will be compensated \$250 per three credit hour course with proration as above. This amount may be increased at the discretion of the College.

The College shall provide additional compensation to each bargaining unit member who teaches a web-based course as follows:

First three credit-hour course taught

First semester \$1,000

Second semester \$400

Second or subsequent three credit-hour course taught

First semester \$850

Compensation for teaching courses with fewer or more than three credit hours will be prorated proportionately based upon credit hours.

Compensation for developing or teaching part of a course (e.g. the lecture part of a lecture and lab course) will be based on the number of credit hours assigned by the College to the part of the course developed or taught.

6. Ownership and Assignment. Except as provided in this section, a bargaining unit member who develops a web-based course in conjunction with the unit member's job or teaching assignment, with any extended time or released time, or as a project authorized or directed by the College, shall own that course. For the purpose of determining authorship, the development of a web-based course shall not be construed as work for hire. No part of the course may be used, altered, or modified by the College without the written permission of the unit member. An entire web-based course developed with the support of the College may not be used in competition with the College without the written permission of the College during the bargaining unit member's employment with the College.

Bargaining unit members who create an original web-based course will maintain ownership and priority to teach one section of the course per semester by seniority. Developers and redevelopers of courses shall be given seniority in chronological order. Once priority has been met for all developers and redevelopers of a given course, assignment begins again with the most senior creator until all sections are assigned.

In every case that an agreement to share is requested by the College, the creator will be given first option to share the course with a colleague without compensation.

In the event that the creator of a web-based course chooses not to teach the course or is at maximum load and overload, the creator may be given the option of allowing usage of the course by the College for teaching by other instructors. During the usage period, the creator will maintain seniority rights to teach the course.

The compensation for usage shall be as follows:
\$300 per credit hour for 1 year's usage
\$400 per credit hour for 2 years' usage
\$500 per credit hour for 3 years' usage

In the event a bargaining unit member allows usage of a course, it will be offered to qualified bargaining unit members to teach before non-bargaining unit members.

Voluntary sharing or allowing usage of courses will not be subject to evaluation.

Redevelopment of courses created by bargaining unit members will be limited to other bargaining unit members.

The parties acknowledge that as a general rule qualified bargaining unit members shall have first rights to develop web-based courses offered at the College. The Association recognizes that there may be exceptions to this rule based on unique qualifications of a non-bargaining unit member. The College will notify the Association during any semester in which a non-bargaining unit member has developed a course.

Upon a bargaining unit member's separation from the College, the College will obtain joint ownership of any course for which it pays \$400 per credit hour. This shall be voluntary for all courses created prior to the ratification of this agreement.

7. Administrative Observation.

1. For the Purpose of Formal Evaluation. Observation of web-based courses for the purpose of formal evaluation shall follow the same procedures used for observation of classes taught by other methods.

2. For Other Purposes. The College may observe web-based courses for other purposes, including but not limited to compensation pursuant to Section 5.14.C.5 and adherence to third-party requirements. In such instances, the College will notify the instructor in advance in writing (which includes e-mail) of the section to be observed, when the observation will begin and when the observation will end. The College may visit web-based courses for the purpose of response to technical problems without prior written notification.

6. Article 6.4

During the term of this agreement a committee will be formed to discuss the hours and extent of the workday. This committee shall consist of three members appointed by the President of the Association, and three members appointed by the College President.

7. Article 6.5

Delete sunset language.

8. Article 7.1.A

Delete "within departments." Replace with "among disciplines."

9. Article 7.3.B

Delete "Demand"; add "Call for."

10. Article 7.3.C

Delete "Demanded"; add "Called for."

11. Article 8

ARTICLE 8 - Employment Policies

- 8.1 A. Professional Vacancies. The College shall post prominently a notice of any vacancy in a permanent full-time professional position at the College. Such notice shall be posted prior to or concurrently with publication elsewhere and shall include the duties and desirable qualifications for the position. Qualified bargaining unit members shall be given consideration equal to others in filling such vacancies.
- B. Upon request by the Association, the College shall provide the unit designation for any vacancy in a full-time professional position.
- C. The College maintains its right to determine the level of services to be offered.
- D. The College may transfer vacant bargaining unit positions to a different Center, department, or title.

8.2 Transfers.

A. Definition.

1. A transfer for a teaching faculty member is a move to a different academic Center with the same professional rank.
2. A transfer for any non-teaching faculty member is a move to the same or a different job title in a different department or Center at the same grade.

B. An employee may be transferred to perform duties for which, in the opinion of the College, he/she is qualified. Before such transfer is acted upon by the Board of Trustees, the employee has the right to discuss the proposed transfer with the College Administrator(s) concerned.

8.3 Seniority. For the purposes of retrenchment, seniority shall apply as follows:

- A. A bargaining unit member will accumulate seniority based upon initial date of appointment to a bargaining unit position.

- B. If an employee moves to a position represented by the Association of Mohawk Valley Administrators, the employee shall maintain seniority the same as existed on the day of appointment to the new position. Upon return to the bargaining unit, the employee shall resume accumulation of seniority.

8.4 Retrenchment.

- A. Identification of Retrenched Employee.

- 1. Teaching Bargaining Unit Members

- a. Teaching faculty within the same course group shall be terminated in the reverse order of their accumulated seniority. For purposes of retrenchment, a course group shall consist of all courses with the same alphabetic prefix (e. g., MA) eligible for assignment on load or for compensation at the overload rate. In the event of any change in alphabetic prefix or any creation of a new alphabetic prefix, the College shall notify the Association in writing within five (5) business days of the College's final determination or the College's receipt of notice from an external agency. Initial assignment of an employee to a course group, or reassignment of an employee to a course group, shall exclude any course group in which that employee's assignments have been exclusively overload assignments under paragraph 5.6.C.

- (1) A teaching faculty member shall be assigned to the course group in the employee's current Center which contains the greatest proportion of contact hours taught by the employee within the current and five prior academic years.

- (2) If a teaching faculty member has equal contact hours in two or more course groups within the employee's current Center, the employee shall be assigned to that course group among the groups in which the tie exists on the basis of the section scheduled first in the most recent term.

- b. There shall be no retrenchment of a member of the teaching faculty assigned to a course group until the elimination of all overload and part-time teaching in that course group unless no member of the faculty assigned to that course group is qualified to teach such courses as determined by an accrediting agency.

- c. In the event that the Employer undertakes a retrenchment, a teaching faculty member subject to retrenchment shall be known as an identified employee.
- (1) Prior to retrenching the identified employee, the Employer shall reassign the identified employee as hereunder.
 - (a) If the identified employee has teaching experience in multiple course groups, reassignment shall be to the course group within the current Center which contains the next greatest proportion of contact hours taught by the employee until all reassignment possibilities within that Center are exhausted.
 - (b) If the identified employee has equal contact hours within two or more course groups within the current Center, the employee shall be assigned to that course group among the groups in which the tie exists on the basis of the section scheduled first in the most recent term.
 - (c) Subsequently the employee shall be reassigned in the same way to course groups in which the employee has taught while a member of a department or Center offering the courses in that group, no matter where that course group is now.
 - (2) Within the reassigned group a teaching load shall be made available to the identified employee at the expense of part-time teaching and overload teaching unless no member of the faculty assigned to that course group is qualified to teach such courses as determined by an accrediting agency.
 - (a) If the elimination of part-time and overload teaching creates less than a full teaching load, the identified employee, if not the least senior person in that course group, shall displace the least senior person in that course group.
 - (b) If least senior, the identified employee shall continue to be reassigned as herein until eligibility for reassignment is exhausted. At that point the

identified employee becomes a retrenched employee.

2. Non-Teaching Bargaining Unit Members

- a. Non-teaching bargaining unit members within the same department or Center and with the same title and whose job duties require the same or similar qualifications shall be terminated in reverse order of their accumulated seniority. Upon final approval of any elimination, creation, or consolidation of department(s) or Centers, the College shall notify the Association in writing within five (5) business days.
- b. There shall be no retrenchment of a non-teaching bargaining unit member until the elimination of part-time professional employment and on-going compensatory time within the employee's title until less than a full work load remains.
- c. In the event that the Employer undertakes a retrenchment, a non-teaching bargaining unit member subject to retrenchment shall be known as an identified employee.
 - (1) Prior to retrenching the identified employee, the Employer shall reassign the identified employee to a bargaining unit position previously held by the identified employee and currently staffed. If the identified employee has held multiple positions, initial reassignment shall be to the most recent title which the employee has previously held.
position AD GJA
 - (2) Within the reassigned *position AD GJA* title, a work load shall be made available to the identified employee at the expense of part-time professional work and on-going compensatory time.
 - (a) If the elimination of part-time professional work and on-going compensatory time creates less than a full work load, the identified employee, if not the least senior person in that position, shall displace the least senior person in that position.
 - (b) If least senior, the identified employee shall continue to be reassigned as herein until eligibility for reassignment is exhausted. At that point the identified employee becomes a retrenched employee.

B. Notification of Retrenchment

When the number of teaching bargaining unit employees is to be reduced, the Employer will, in writing, notify those employees affected by five (5) business days after the April Board meeting prior to the effective date of retrenchment. When the number of non-teaching bargaining unit employees is to be reduced, the Employer will provide not less than six (6) months written notice thereof prior to the effective date of retrenchment.

C. Rights upon Retrenchment

1. In the event less than a full workload remains after the redistribution of functions, duties and services resulting from the retrenchment, a part-time opportunity exists.
 - a. Unless the retrenched full-time employee is not qualified, the College shall firstly and once offer such part-time opportunity to that employee.
 - b. In the event that the retrenched employee is not qualified for or refuses the part-time opportunity, the College shall once offer the functions, duties and services of the part-time opportunity to bargaining unit members, unless not qualified, as an increase or change in the workload of the employee(s) for appropriate compensation.
 - c. In the event that functions, duties, and services of the part-time opportunity remain unstaffed after the application of the above, the College may offer part-time employment to a non-unit member.
 - d. Upon the separation of the non-unit member, the College will repeat steps b and c above.
2. Upon notification of retrenchment an employee will receive primary consideration for:
 - a. Transfer to an available position;
 - b. Retraining for assignment to an available position;
 - c. Fulfillment of the employee's work obligation by performing available work both within and outside of the employee's current department and/or Center during summer sessions;

- d. In any of the foregoing instances, the employee must be qualified as determined by the Board; the opportunity applies to work within and outside of the employee's current job title; the performing of such services does not constitute a transfer; the opportunities shall be at the expense of overload assignments and part-time employees.
 3. A retrenched employee shall be provided a waiver of tuition (after the contribution of any grants-in-aid up to the cost of tuition) and fees credited to College revenue accounts for enrollment at MVCC in up to sixty four (64) credit or non-credit remedial hours or five (5) years, whichever comes first, provided that such retraining begins within one (1) year of the date of retrenchment. A retrenched employee pursuing a certificate or degree program will be required to matriculate and apply for financial aid.

D. Rights Subsequent to Retrenchment

For three (3) years following retrenchment, a retrenched employee shall have preferred eligibility for an available full-time position for which the employee is qualified, either in or outside of the employee's title, department, Center, or course group. If a retrenched employee is rehired to the same or a previously held full time bargaining unit position or title, the employee maintains all rights and seniority less time of lay-off. If a retrenched employee assumes a different position, or title, the employee is considered a new hire and loses previously accumulated seniority.

12. Appendix A – Salaries and Economic Consideration

9.1 Basic Salary Plans.

- A. Definition: The term basic salary shall mean the annual salary, exclusive of any supplemental salary received or other forms of additional compensation, paid to the employee in connection with his/her normal professional obligation.
- B. Basic salary upon initial appointment shall be at an amount which is commensurate with the credentials and experience of the candidate and his/her anticipated value to the College in the judgment of the Board.

C. The minimum salary levels for the unit job titles shall be:

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Instructor	40,145	40,145	41,149
Asst Prof	43,780	43,780	44,875
Assoc Prof	48,128	48,128	49,331
Professor	57,619	57,619	59,059
Grade 1	31,309	31,309	32,092
Grade 2	34,180	34,180	35,035
Grade 3	40,145	40,145	41,148
Grade 4	42,175	42,175	43,229
Grade 5	45,034	45,034	46,160

9.2

A. Year 1 (2010-11) increase salaries by 0%. There shall be a one-time payment of \$500 to unit members for Year 1. Said payment shall not have any effect on base salaries.

B. Year 2 (2011-12) increase salaries by 2.5%, retroactive to September 1, 2011.

C. Year 3 (2012-13) increase salaries by 2.5%, effective September 1, 2012.

9.3

Freeze overload in year 1; adjust by same percentage as pay raises in years 2 and 3.

2011-12 \$59.38

2012-13 \$60.86

9.4

Bargaining Unit members who perform academic advisement services beyond that required by their professional obligation shall be paid at an amount equal to one half (1/2) the overload rate as contained in 9.3.

9.6

In the event an employee accepts assignments to perform services for which no compensation rate is specified herein including but not limited to services beyond his/her work year, he/she will receive additional compensation at the rate of his/her annual salary for each week ($1/5$ of $1/40$ for each day) of said service to the College.

9.8

A teaching faculty member who volunteers and is assigned to provide tutoring services shall be compensated at an amount equal to two-thirds ($2/3$) of the overload rate as contained in 9.3.

9.12 STEP and CSTEP

The compensation rate for bargaining unit members who perform STEP and CSTEP tutoring or mentoring shall be paid at an amount equal to the tutoring rate as specified in 9.4 of the Collective Bargaining Agreement.

The compensation rate for bargaining unit members who perform STEP and CSTEP group teaching presentations shall be paid per hour at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

9.13 Dual Credit

The compensation rate for bargaining unit members who perform an initial mentorship of a high school teacher teaching a dual-credit course shall be paid at 8 (eight) times an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement per semester.

The compensation rate for bargaining unit members who perform a subsequent mentorship of a high school teacher teaching a dual-credit course shall be paid at 5 (five) times an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement per semester.

Those unit members who conduct dual-credit site visits at a high school and who use their own vehicles for transportation will be reimbursed at the federal mileage rate according to the following formulae:

On days with non professional obligation on campus:

Reimbursable mileage = (total distance traveled per day for site visits) minus (10 minus (round trip distance normally traveled to meet on-campus professional obligation))

On days with professional obligation on campus:

Reimbursable mileage = (total distance traveled per day for site visits and round trip distance normally traveled to meet on-campus professional obligation) minus (10 minus (round trip distance normally traveled to meet on-campus professional obligation))

For the purposed of this agreement these distances will be determined by a mutually agreed upon online driving distance calculation website.

9.14 Assessment

The compensation rates for bargaining unit members who perform SUNY Strengthened Campus-Based Assessment (SCBA) activities for mathematics, critical thinking and written communication shall be as follows:

Attendance at off-campus SUNY Strengthened Campus-Based Assessment (SCBA) rubrics and standards training workshops shall be compensated at \$150 per day. The College shall provide travel expenses and meals, at the per diem rate.

A presenter for on-campus SUNY Strengthened Campus-Based Assessment (SCBA) rubrics and standards training workshops shall be compensated per hour at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement. Presenters will also receive an additional .5 hours of compensation at amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

Attendance at on-campus SUNY Strengthened Campus-Based Assessment (SCBA) rubrics and standards training workshops shall be compensated per hour at an amount equal to the tutoring rate as specified in 9.4 of the Collective Bargaining Agreement.

Second and third readings of SCBA student "artifacts" shall be compensated per hour at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement. The College reserved the right to adjust the bargaining unit members' compensation should a bargaining unit member score less than six "artifacts" per hour. The College shall not unreasonably apply this right.

9.15 Placement Testing

The compensation for bargaining unit members who perform scoring of placement test writing samples shall be paid per hour an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

9.16 Compensation for Learning Community Teaching, Planning, and Collaboration

Learning Community Planning – The compensation rate of all bargaining unit members who agree to provide instruction in a Learning Community shall be paid per hour for pre-semester initial planning and for pre-semester final planning at the per diem rate as specified in Article 9.6 of the Collective Bargaining Agreement if such planning falls outside of obligation or during intersession.

For Learning Community Planning that occurs during obligation, compensation shall be per hour at an amount equal to 2/3 of the overload rate as specified in Article 9.3 of the Collective Bargaining Agreement.

Learning Communities and Non-Teaching Bargaining Unit Member Participation – Should a non-teaching bargaining unit member agree to teach a class as part of a Learning Community during the regular work day, mutually satisfactory arrangements shall be made to permit the individual to meet his/her regular obligations as per Article 5.6.D.3.

Non-teaching bargaining unit members shall be compensated to teach Learning Community courses at the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

13. Article 10.7

Delete C and E sunset language.

Effective September 1, 2012, replace “\$300” with “\$350” and replace “\$36,000” with “\$42,000.”

14. Article 10.9

Add “Should the part-time position be substantially different and of a lower pay grade than the position the retiree last held at the College a written waiver for a lower salary may be signed by the parties.”

15. The Association agrees to withdraw potential “waiver” grievances referenced in the October 4, 2010 letter from Association President Doughtie to HR Director Kim Evans-Dame. This withdrawal shall not prejudice any future claims.
16. The Association shall make no legal claim regarding HELP jobs as announced in August 25, 2010 email. The parties agree that the College shall not solicit bargaining unit members for these jobs.

17. Article 11.11

Add three days for lobbying activities on behalf of the College. Two days notice for lobbying leave.

18. Health Insurance Waiver

Effective September 1, 2012, health insurance buyout now \$750 for family, \$300 for individual.

1. Family buyout amended as follows:
 - A. 1-25 bargaining unit participants: buyout to be \$750.00
 - B. 26-30 bargaining unit participants: buyout to be \$1,500.
 - C. 31-35 bargaining unit participants: buyout to be \$2,250.
 - D. 36+ bargaining unit participants: buyout to be \$3,000.

Sections 1.A, 1.B, 1.C, and 1.D shall sunset August 31, 2013.

19. Appendix C

The College will provide an updated Appendix C and list of titles for Article 1 to the Professional Association for its review and verification. Upon the conclusion of this review and verification and contingent upon the resolution of any problems or concerns of the Association an updated Appendix C will be included in the CBA.

Editorial Changes – The parties will review the CBA and make any required editorial changes to the CBA. Example of such changes shall include but not be limited to changing references in the current Agreement from academic “Departments” to “Centers.”

Other Open Items – All other items of bargaining shall remain as contained in the current Agreement.

20. Article 6.1

Add "one week beyond" May Commencement. Delete 6.3.

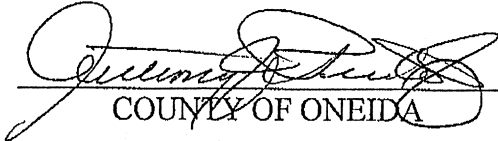
21. Article 10

Agreed to add domestic partner to insurance benefits (subject to plan provisions and no later than January 1, 2013).

Upon execution of this tentative agreement by all three parties, the parties will mutually request in writing a postponement from PERB of the pending Improper Practice Charge, assigned PERB Case No. U-31121.


Upon approval of the terms of this Tentative Agreement set forth herein by the Board of Trustees of Mohawk Valley Community College (MVCC), Board of Legislators of Oneida County, and the membership of the MVCC Professional Association, respectively, the MVCC Professional Association will submit to PERB a written withdrawal with prejudice of Case No. U-31121.

Date: 6/6/12



COUNTY OF ONEIDA

Date: 6/7/12

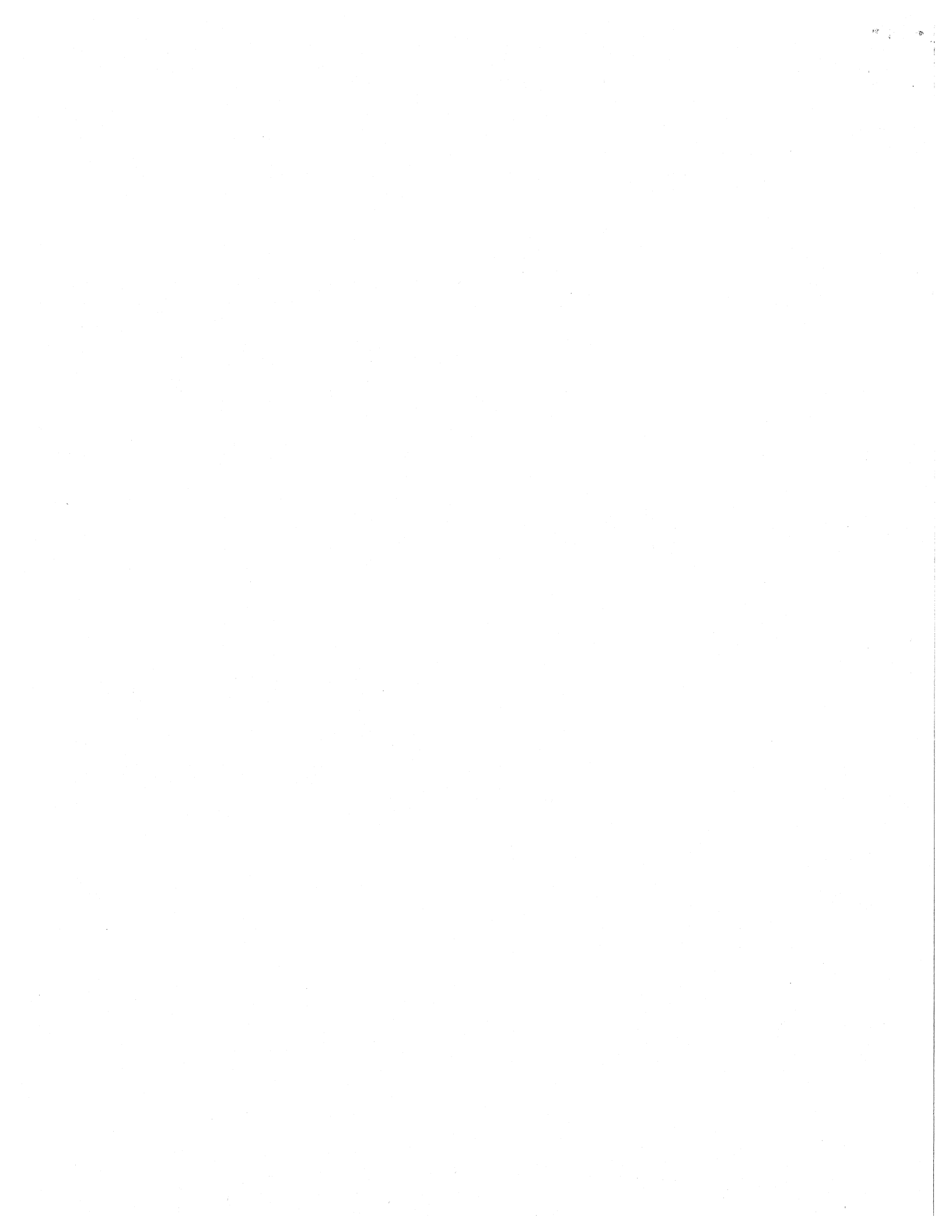


MVCC

Date: 6/6/12



MVCC PROFESSIONAL ASSOCIATION





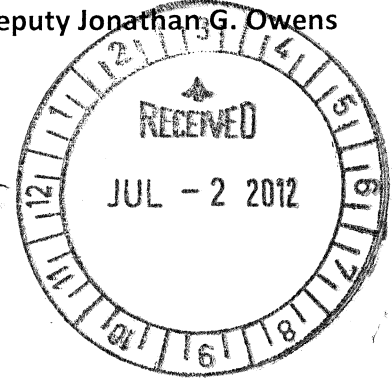
Sheriff Robert M. Maciol
Undersheriff Robert Swenszkowski

Chief Deputy Gabrielle O. Liddy
Chief Deputy Jonathan G. Owens

June 22, 2012

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

FN 20 12-292



PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

The Sheriff's Office is requesting approval for a contract providing security services with Oswego County.

The Sheriff's Office would like to offer Oswego County inmate security services during the time that Oswego County experiences a shortage of available beds. This agreement has been, and will continue to be, an important source of revenue for the Sheriff's Office.

Consequently, the Sheriff's Office is currently seeking to contract with Oswego County, which would commence on April 1, 2012, and expire on March 31, 2013. The aforementioned county agrees to pay the Sheriff's Office \$90.00 per inmate, per day, for the security services rendered by the Sheriff's Office.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 6/29/12

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: X (Revenue)

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Oneida County Sheriff's Office

Providing Service to: Oswego County Sheriff's Office (Oswego County)

Title of Activity or Service: Security Services at the Oneida County Correctional Facility

Proposed Dates of Operation: April 1, 2012 – March 31, 2013

Client Population/Number to be Served: For Oswego County Inmates which meet Section 504 of Correction Law criteria

Summary Statements

1) Narrative Description of Proposed Services: Oneida County Sheriff's Office provision of security services at the Oneida County Correctional Facility

2) Program/Service Objectives and Outcomes: Guarding contracted county's inmates at the Oneida County Correctional Facility

3) Program Design and Staffing: 24-7 security coverage of contracted county's inmates at the Oneida County Correctional Facility

Total Funding Requested: None

Account #: A2268 (revenue)

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: \$90.00 per day/per inmate (revenue)

Past Performance Data: N/A

Oneida County Department/Office Staff Comments: Revenue helps to offset expenses incurred by the correctional facility

AGREEMENT

THIS AGREEMENT, made this **first** day of **April 2012**, by and between the **County of Oneida**, a municipal corporation of the State of New York, with offices at 6075 Judd Road, Oriskany, New York 13424, hereinafter called "**Oneida**", through the offices of the Oneida County Sheriff, hereinafter called "**Sheriff**" and the **County of Oswego** a municipal corporation of the State of New York with offices at 39 Churchill Road, Oswego, New York 13126 hereinafter called "**Contract County**"

WITNESSETH....

WHEREAS, the Oneida County Sheriff's Office provides services at the Oneida County Correctional Facility, located at 6075 Judd Road, Oriskany, New York, 13424, County of Oneida; and

WHEREAS, said Sheriff's Office has the capability of providing services for the Sheriff's Departments of surrounding counties which may have overcrowded facilities; and

WHEREAS, such Sheriff's Office is located in Oneida County and the Contract County has need, from time to time, to have prisoners housed at the Oneida County Correctional Facility due to overcrowded facilities; and

WHEREAS, the Oneida County Sheriff is able to provide security services at the Oneida County Correctional Facility; and

WHEREAS, the New York State Correction Law provides for the designation of substitute jails; and

WHEREAS, the parties hereto wish to confirm their understanding and make an agreement pursuant to Section 50~~4~~^{11/18/12} of the Correction Law for security at the Oneida County Correctional Facility, in Oriskany, New York for Contract County's inmates who are in need of housing due to overcrowding; and

WHEREAS, the parties acknowledge that Oneida County Correctional Facility will provide inmate security services as a substitute jail to Contract County's inmates upon available bed space at the Oneida County Correctional Facility.

NOW, THEREFORE, the parties hereto do agree as follows:

1. The Contract County shall call the Oneida County Sheriff's Office during the business day to confirm availability of bed space. Contract County shall give as much information as possible concerning the potential admission.

Security: Oneida County Correctional Facility

2. The Contract County agrees that in the event an inmate is transferred to the custody of the Oneida County Sheriff's Office, the Contract County will assume responsibility to:
 - (a) Notify the Jail Administrator at the Oneida County Correctional Facility. Notify the inmate's attorney. Notify the inmate's family, in the event that information on the family is available;
 - (b) Provide custody of the inmate until a body receipt is obtained from an Oneida County Sheriff's Correction Officer on duty at the Oneida County Correctional Facility;
 - (c) Transport the inmate to and from any location outside Oneida County;
 - (d) Transport the inmate from the Oneida County Correctional Facility back to the Contract County in the event that the inmate is discharged, released from custody via bail, adjudicated, or dismissed of all criminal charges.
3. The Contract County agrees to pay to Oneida the sum of **Ninety Dollars (\$90.00)** per day, per inmate, for such security services as a substitute jail. This daily fee is considered to be all-inclusive for coverage of the expenses of the inmate's daily needs including food, shelter, clothing, programs and routine medical treatment (i.e. Physical exams, sick call, etc.). It does not cover the costs that are associated with medical services such as emergency rooms, ambulance, prescriptions and other specialty services.
4. Oneida County agrees to provide transportation for all inmates in need of medical care to and from local medical providers and hospitals. If an inmate committed to the Oneida County Correctional Facility is subsequently treated by a medical provider, or admitted to a hospital, the Contract County shall pay for all medical expenses incurred. **Within 48 hours of admission, the Contract County shall either assume custody of their inmate at the hospital or arrange for transfer of the inmate/patient to a hospital in the Contract County.** In the event that an inmate is admitted into a hospital as an inpatient, said fee of \$90.00 per day shall be waived and Oneida County shall charge the Contract County the actual costs of transporting and guarding the inmate for up to 48 hours.
5. Parties hereto agree the term of this agreement shall be for One (1) year commencing on **April 1, 2012** until **March 31, 2013**. Oneida County or the Contract County may cancel this agreement, with or without cause, by giving the other party a thirty (30) day written notice of its intent to terminate.

Security: Oneida County Correctional Facility

6. The Contract County's Sheriff further covenants and agrees to hold harmless and indemnify the Oneida County Sheriff from and against any and all costs, expenses, damages and claims that may arise from the performance of this agreement. This is including, but not limited to, personal injury, death, and property damages, including those which are occasioned by the conduct of said transferred inmates, except that the Contract County Sheriff shall not be liable for any claims, costs, expenses and damages arising out of or attributable to the negligence on the part of the Oneida County Sheriff or his/her Correction Officers, police officers and employees, except as set forth herein.

9. The Contract County's Sheriff agrees to reimburse the Oneida County Sheriff for any claims paid to others by the Oneida County Sheriff for personal injury, property damage, and/or death provided that no such claim shall be paid by the Oneida County Sheriff without the prior written consent of the Sheriff of the Contract County.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written below.

County of Oswego

Reuel A. Todd
Reuel A. Todd
Oswego County Sheriff

Fred C. Beardsley
Fred C. Beardsley
Chairman of the Legislature
County of Oswego

County of Oneida

Robert M. Maciol
Robert M. Maciol
Oneida County Sheriff

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

STATE OF NEW YORK
COUNTY OF OSWEGO
(SHERIFF)

On this 11th day of June, 2012, before me, the subscriber, personally came Reuel A. Todd, to me known, who, being by me duly sworn, did depose and say that he resides in **Oswego County** New York; that he is the **Sheriff** of the Contract County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name thereto by virtue of such authority.

Linda S. Baker
Notary Public

Approved As To Form
ONEIDA COUNTY ATTORNEY
By Dreg J Amora

LINDA S. BAKER
Notary Public, State of New York
No. 01BA4674446
Qualified in Oswego County
My Commission Expires Feb. 28, 2015

**STATE OF NEW YORK
COUNTY OF OSWEGO
(COUNTY OFFICIAL)**

On this 18th day of June, 2012, before me, the subscriber, personally came Fred Beardsley to me known, who, being by me duly sworn, did depose and say that he resides in **Oswego County** New York; that he is the Chairman of the Legislature, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name thereto by virtue of such authority.

Wendy M Falls
Notary Public

WENDY M. FALLS
Notary Public, State of New York
No. 01FA6219888
Qualified in Oswego County
Commission Expires April 5, 2014

**STATE OF NEW YORK
COUNTY OF ONEIDA
SHERIFF**

On this 7th day of JUNE, 2012, before me, the subscriber, personally came **Robert M. Maciol** to me known, who, being by me duly sworn, did depose and say that he resides in the County of **Oneida**, New York; that he is the **SHERIFF** of the County of **Oneida**, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name thereto by virtue of such authority.

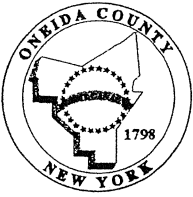
Susan M Goding
Notary Public

SUSAN M. GODING
Notary Public, State of New York
Reg. #01GO6053603
Qualified in Oneida County
My Commission Expires Jan. 16, 2015

**STATE OF NEW YORK
COUNTY OF ONEIDA
COUNTY EXECUTIVE**

On this _____ day of _____, _____, before me, the subscriber, personally came **Anthony J. Picente, Jr.**, to me known, who, being by me duly sworn, did depose and say that he resides in the County of **Oneida**, New York; that he is the **COUNTY EXECUTIVE** of the County of **Oneida**, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name thereto by virtue of such authority.

Notary Public



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE JR.
County Executive
ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NEW YORK 13501
(315) 798-5800
FAX: (315) 798-2390
www.ocgov.net



July 2, 2012

FN 20 12-293

Oneida County
Board Of Legislators
800 Park Avenue
Utica, NY 13501

PUBLIC SAFETY

WAYS & MEANS

Honorable Members,

At your June 13, 2012 meeting, your Board passed Resolution # 221, approving a grant between the Oneida County Office of Emergency Services and the State of New York Division of Homeland Security and Emergency Services in the amount of \$200,000. The term of the grant runs from September 1, 2011 through August 31, 2014. It is now necessary to establish a capital project which will enable the grant funds to be spent for their stated purpose.

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

- A.) Establishment of **Capital Project H-466 – Emergency Services – Homeland Security Efforts – 8/31/14**, and
- B.) Funding for Capital Project H – 466 as follows:

H – 466 - State Aid.....\$ 200,000

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

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

CC:

Emergency Services
County Attorney
Budget

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 221

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

**RE: APPROVAL OF A GRANT AGREEMENT BETWEEN ONEIDA COUNTY,
THROUGH ITS OFFICE OF EMERGENCY SERVICES, AND NEW YORK
STATE, THROUGH ITS DIVISION OF HOMELAND SECURITY AND
EMERGENCY SERVICES IN THE AMOUNT OF \$200,000**

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from Kevin W. Revere, Director of Emergency Services, requesting approval of a Grant Agreement between Oneida County, through its Office of Emergency Services, and New York State, through its Division of Homeland Security and Emergency Services, in the amount of \$200,000 to be used for homeland security efforts throughout the County, and

WHEREAS, In accordance with Oneida County Charter Section 2202, said Agreement must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That Oneida County Executive Anthony J. Picente, Jr., is hereby authorized and directed to execute any and all documents related to a Grant Agreement between Oneida County, through its Office of Emergency Services, and New York State, through its Division of Homeland Security and Emergency Services, in the amount of \$200,000 to be used for homeland security efforts throughout the County for a term commencing September 1, 2011 through August 31, 2014.

APPROVED: Public Safety Committee (May 30, 2012)
 Ways & Means Committee (June 13, 2012)

DATED: June 13, 2012

Adopted by the following v.v. vote:
AYES: 28 NAYS: 0 ABSENT: 1 (Mr. Waterman)



Sheriff Robert M. Maciol
Undersheriff Robert Swenszkowski

Chief Deputy Gabrielle O. Liddy
Chief Deputy Jonathan G. Owens

June 11, 2012

FN 20 12-294



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

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting that Oneida County enter into a contract with the New York State Office of Homeland Security grant for 2011 State Law Enforcement Terrorism Prevention Program. This Office has been awarded \$165,000. The Grant will expire August 31, 2014.

The monies obtained for the grant will be used for several purposes. First, the grant will allow the continuance of the Automatic Vehicle Locator (AVL) project. This project pays for a cellular based system that helps to coordinate manpower and vehicle resources in critical incidents. It is important for Officer Safety. The system is in place, but there are operation costs involved. This project is coordinated with Village and Town Police agencies, as well as the Cities of Rome & Sherrill. Additional response equipment will also be purchased.

Secondly, the grant also allows for the continuation of the Records Management System implemented in the Law Enforcement Unit. This system allows for one source of investigative information and the ability to search and retrieve data from one location to another. This is useful in solving crimes and enforcing the law. This system will eventually be offered to all County agencies, just like the AVL.

I am requesting your approval and signature of this contract. Also, a separate request for the establishment of a Capital project has been made.

If I can be of further assistance, please feel free to contact me.

Sincerely,

Robert M. Maciol
Oneida County Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 6/29/12

Cc/file

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

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

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

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

Oneida County Department/Office: Sheriff's Office

Competing Proposal:

Only Respondent:

Sole Source RFP:

Revenue:

Grant: X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: NYS Office of Homeland Security

Title of Activity or Service: Grant (2011 State Law Enforcement Terrorism Prevention Program grant)

Proposed Dates of Operation: 9/1/2011-8/31/2014

Client Population/Number to be Served: Sheriff's Office

Summary Statements

1) Narrative Description of Proposed Services: This grant helps to fund the continuation of the Automatic Vehicle Locator (AVL) Project. This is a cellular based system that assists in mobilizing resources in critical incidents. This effort is coordinated with other town and/or village police departments and the City of Rome and the City of Sherrill. (It is in place, but has operational costs that must be paid.) Additionally, this grant funds the continuation of the Records Management System that was installed in the Law Enforcement Unit. Also, some response equipment will be purchased.

2) Program/Service Objectives and Outcomes: Coordination of manpower equipment is critical in high risk incidents. Location of the incident, assessment of the incident by properly trained staff and mobilization of physical resources are critical in a high risk situation. Proper record maintenance is also vital so that information is accessible, comprehensive and current. The program is designed to continue the AVL project and to eventually offer the Records Management System to all county agencies, just like the AVL.

3) Program Design and Staffing: This grant will allow for the overtime for deputies backfilling for shifts when deputies are being trained in homeland security.

Total Funding Requested: \$165,000.00

Account #: A3110

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): None

Oneida County Department/Office Staff Comments: Please create a new Capital Account.

<u>STATE AGENCY:</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C972012 (Contract Number) ORIGINATING AGENCY CODE: 01077
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<u>GRANTEE/CONTRACTOR: (Name & Address)</u> Oneida County 800 Park Avenue Utica, NY 13501	<u>TYPE OF PROGRAM(S):</u> WM2011 SLETPP CFDA# 97.067 <u>DHSES NUMBER(S):</u> WM11972012
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<u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO (if applicable):</u> 300100000 000 <u>SFS VENDOR ID:</u> 1000002595	<u>INITIAL CONTRACT PERIOD:</u> FROM: 09/01/2011 TO: 08/31/2014 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$165,000
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<u>STATUS:</u> Contractor is not a sectarian entity. Contractor is not a not-for-profit organization	<u>MULTI-YEAR TERM (if applicable):</u> FROM: TO:
---	--

<u>CHARITIES REGISTRATION NO:</u> Contractor has ____ / has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. If 'Exempt' is entered above, reason for exemption: ____	<u>APPENDICES ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A-1 Agency-Specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions <input type="checkbox"/> APPENDIX X Modification of Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) <input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request <input type="checkbox"/> Other -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
--	--

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

By: _____ Date: _____
 F. David Sheppard, Assistant Director

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

GRANTEE:

By: _____ Date: _____
 Hon. Anthony J Picente, County Executive

STATE OF NEW YORK
 County of _____
 On this ____ day of _____, 20__, before me personally came _____, to me known, who being
 duly sworn, did depose and say that (s)he resides in _____, that (s)he is the _____ of the
 _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority
 of the Grantee, and that (s)he signed his/her name hereto by like order.
 (Notary) _____

<u>ATTORNEY GENERAL'S SIGNATURE</u> Title: _____ Date: _____	<u>APPROVED:</u> THOMAS P. DINAPOLI, STATE COMPTROLLER By: _____ Date: _____ Approved As To Form ONEIDA COUNTY ATTORNEY By: <i>[Signature]</i>
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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

December, 2011

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.

APPENDIX A-1
New York State Division of Homeland Security and Emergency Services
AGENCY-SPECIFIC CLAUSES

A. GENERAL TERMS AND CONDITIONS

1. This contract (Agreement) is hereby made by and between the Division of Homeland Security and Emergency Services (DHSES), on behalf of the State of New York (State) and the Grantee.
2. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of this Agreement.
3. This Agreement incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.
4. Funding for the entire Agreement Period shall not exceed the funding amount specified as "Funding Amount for the Initial Period" on the face page hereof.
5. The period of this Agreement shall be as specified on the face page hereof. Should funding become unavailable, this Agreement may be suspended until funding becomes available. In such event DHSES shall notify the Grantee immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this Agreement beyond the end date specified on the face page hereof.
6. To modify the Agreement, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Agreement.
7. The Grantee must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Agreement, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.
8. If the Grantee enters into subcontracts for the performance of work pursuant to this Agreement, the Grantee shall take full responsibility for the acts and omissions of its sub-grantees. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between the sub-grantee and neither DHSES nor the State of New York.
9. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If this Agreement is \$15,000 or less, it shall not take effect until it is executed by both parties.

If this Agreement ranges in dollar amount from \$15,000.01 to \$50,000, execution is contingent upon the appropriation. If the Agreement utilizes funds appropriated *prior to*

April 1, 2006, it shall not take effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If the Agreement utilizes funds appropriated *on or after* April 1, 2006, it shall not take effect until it is executed by both parties.

10. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
11. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
12. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available.
13. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.
14. The Grantee shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). The Grantee shall be liable for the costs associated with such breach if caused by the Grantee's negligent or willful acts or omissions, or the negligent or willful actions or omissions of Grantee's agents, officers, employees or sub-grantees.
15. Consistent with the NYS Office of State Comptroller Bulletin No. G-221, all non-governmental (non-profit and commercial) organizations scheduled to receive grant funding from DHSES must comply with Vendor Responsibility requirements.

B. BUDGET, PAYMENT, REIMBURSEMENT AND REPORTING REQUIREMENTS

1. The Grantee is not permitted to make any changes to the Agreement budget without the written approval of DHSES. Furthermore, any proposed modification to the Agreement which results in a change of greater than 10 percent to any budget category, must be submitted to NYS Office of State Comptroller for approval.
2. To be eligible for payment, the Grantee shall submit to the DHSES' designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to DHSES.
3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Grantee for completed, approved projects, a sum not to exceed the amount noted on the face page hereof. The Grantee must not seek or accept reimbursement from any other sources for Grantee costs and services pursuant to this Agreement.
4. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check

is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. The Grantee shall meet all audit requirements of the federal government and State of New York.
6. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.
7. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.
8. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.
 - a) Unless a special condition applies to this Agreement, the rate for consultant services shall be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports are required for consultants.
 - b) Grantee must adhere to the following guidelines at a minimum when obtaining consultant services.
 - i. Consultant services that cost up to \$15,000 may be obtained by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.
 - ii. Consultant services that cost over \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (i.) above may be used. A record

must be maintained of the advertisement, the quotations, and the selection process.

- iii. Consultant services that cost over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; establishment of the methodology of evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.
 - c) A Grantee that is a local government must contract for consultants in accordance with General Municipal Law Article 5-A and any other applicable regulations.
 - d) A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.
- 9. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Grantee must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- 10. Upon completion of all contractual requirements by the Grantee, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Grantees shall dispose of equipment as follows:
 - a) Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
 - b) Items of equipment with a current per unit fair market value of \$5,000 or more may

be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

11. The Grantee further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows:

“Purchased with funds provided by the U.S. Department of Homeland Security.”

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

a) Grantee must also make all procurements as noted below:

- i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
- ii. A Grantee purchasing any single piece of equipment, single service or multiples of each that cost up to \$15,000 may do so by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.
- iii. Goods or services or multiples of each that have an aggregate cost between \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (ii) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.
- iv. A Grantee expending over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide the goods or services; equal provision of the information to all interested parties; reasonable deadlines; establishment of the methodology for evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.
- v. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined

to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

- b) A Grantee that is a State entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.
 - c) A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.
13. The Grantee shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.
 14. The Grantee must submit program progress reports and final reports as specified in Appendix C.
 15. Where advance payments are approved by DHSES, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Grantees to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Grantee may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. ACCOUNTING FOR GRANT EXPENDITURES

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

2. Grantee agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
3. This Agreement may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.
4. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded as proposed.
5. If this Agreement makes provisions for the Grantee to sub-grant funds to other recipients, the Grantee agrees that all sub-grantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any sub-grantee as if it were its own.
6. The Grantee agrees that all sub-grantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:
 - Activities to be performed;
 - Time schedule;
 - Project policies;
 - Other policies and procedures to be followed;
 - Dollar limitation of the Agreement;
 - Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement;
 - Applicable federal and/or State cost principles to be used in determining allowable costs; and
 - Property Records or Equipment Inventory Reports.
7. The Grantee will not be reimbursed for sub-granted funds unless all expenditures by a sub-grantee are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the Budget set forth in Appendix B.

D. PROPERTY

1. Any equipment, furniture or supplies or other property purchased pursuant to this Agreement is deemed to be the property of the State, except as may otherwise be governed by federal or

State laws, rules or regulations or stated in this Agreement.

2. Upon completion of all contractual requirements by the Grantee under this Agreement, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Agreement.
3. The Grantee must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Grantee, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.
4. If Grantee disposes of any equipment purchased under this Agreement during the active lifespan of said equipment, Grantee must reinvest any proceeds from the disposal into additional equipment items to continue Grantee's organization's activities subject to the guidelines of this Agreement. If the Grantee does not reinvest proceeds to continue activities subject to this Agreement, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Agreement must be repaid to the State of New York.

E. FEDERAL REQUIREMENTS

1. The Grantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
2. A list of regulations commonly applicable to United States Department of Homeland Security (DHS) grants are listed below, including the guidance:
 - a) Administrative Requirements:
 1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 2. 2 CFR Part 215; Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - b) Cost Principles:
 1. 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
 2. 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
 3. 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
 4. Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations
 - c) Audit Requirements:
 1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

3. The Grantee shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Grantee to become familiar with and comply with all terms and conditions associated with acceptance of funds.
4. The Grantee must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Grantee, sub-recipient or collaborative agency/organization. The Grantee must maintain specific documentation as support for project related personal service expenditures as this Agreement is supported by federal funds. Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.
5. In accordance with federal requirements, a Grantee that receives during its fiscal year \$500,000 or more of federal funds from all sources, including this Agreement, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year.
6. The Grantee must provide one copy of such audit report to DHSES within nine months of the end of its fiscal year, or communicate in writing to DHSES that Grantee is exempt from such requirement.
7. Program income earned by the Grantee during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.
8. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.
 - a) If DHSES shares its right to copyright such work with the Grantee, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases

ownership with grant support.

- b) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with such grant support.
- c) The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DHSES. Any document generated pursuant to this grant must contain the following language:

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

F. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

- 1. Services performed pursuant to this Agreement must be secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- 2. Funds provided pursuant to this Agreement shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- 3. Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of federal and State laws and regulations, or as specified in this Agreement.

G. AMENDMENT, SUSPENSION, TERMINATION OF AGREEMENT

- 1. The Grantee agrees that if the project is not operational within 60 days of the execution date of the Agreement, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Agreement, the Grantee will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
- 2. DHSES will be allowed to extend, increase, amend, decrease or terminate this Agreement, upon appropriate approval of the NYS Offices of Attorney General and/or State Comptroller, as follows:

- a) Upon approval by the NYS Office of State Comptroller, the term of this Agreement may be extended in conjunction with the extension of the federal grant award from which this Agreement is funded, not to exceed a term of five years from the initial start date.
 - b) Upon approval by the NYS Office of State Comptroller, the amount of this Agreement may be increased provided the funds are used in accordance with the guidelines associated with this Agreement grant application kit, as outlined in Appendix D, and the scope of work has not substantially changed.
 - c) This Agreement may be terminated at any time upon mutual written consent of DHSES and the Grantee.
 - d) DHSES may decrease the level of funding or terminate the Agreement immediately, upon written notice of termination to the Grantee, if the Grantee fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.
 - e) This Agreement may be terminated for convenience upon thirty (30) days' notice to the Grantee.
3. DHSES reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DHSES or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely.
- i. DHSES shall provide the Grantee with written notice of noncompliance.
 - ii. Upon the Grantee's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement.
 - iii. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with these terms.
4. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.
5. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

6. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.
7. Upon receipt of the notice of termination, the Grantee agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees to not incur any new obligations after receipt of the notice without prior written approval by DHSES.
8. DHSES shall be responsible for payment on claims pursuant to costs incurred pursuant to terms of the AGREEMENT. In no event shall DHSES be liable for expenses and obligations arising from the program(s) in this Agreement after the termination date.

H. AVAILABILITY OF FUNDS

1. If for any reason the State of New York or the federal government terminates its appropriation through DHSES or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DHSES, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DHSES for payment of such costs. Upon termination or reduction of this Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DHSES. In any event, no liability shall be incurred by DHSES or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DHSES because of disallowed expenditures after audit shall be its responsibility.
2. Unless otherwise specified, in accordance with the State Finance Law, the availability of federal and State funds budgeted as local assistance shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are re-appropriated in the State Budget by the New York State Legislature. When local assistance funds are not re-appropriated, vouchers must be received by DHSES by August 1st of the year following the fiscal year in which the funds were appropriated to ensure reimbursement.

I. RETENTION OF RECORDS

1. Original records must be retained for six years following the submission of the final claim against this Agreement or the end of the Agreement Period, if later. In cases where litigation, a claim, or an audit is ongoing, the records must be retained until formal completion of the action and resolution of issues or the end of the six year Period, whichever is later. In the event of an audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DHSES requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, property records or equipment inventory records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the

project manager must have access to these original records. Such fiscal records must readily identify the associated project.

J. INDEMNIFICATION

1. The Grantee shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Grantee or its sub-grantees pursuant to this Agreement. The Grantee shall indemnify and hold harmless the State of New York and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Agreement.
2. The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the State nor make any claim, demand or application to, or for, any right based upon any different status.

Appendix B - Project Budget
Contract Period: 9/1/2011 - 8/31/2014

	<u>GRANT AMOUNT</u>	<u>MATCH AMOUNT</u>
<u>Oneida County</u>		
Equipment		
Ballistic shield	10,000.00	0.00
Entry equipment	3,000.00	0.00
Records Management System (RMS)	32,000.00	0.00
Mobile radio	10,000.00	0.00
Automatic Vehicle Locating (AVL) device	100,000.00	0.00
Scope	10,000.00	0.00
	165,000.00	0.00
Oneida County Budget Total	165,000.00	0.00
Grant Total	165,000.00	0.00

Project Budget Summary	Grant Amount Total	Match Amount Total
Equipment	165,000.00	0.00
Total	165,000.00	0.00

APPENDIX C PAYMENT AND REPORTING SCHEDULE

For All Grantees:

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

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
 - Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
 - Written documentation of all required DHSES approvals, as appropriate
2. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
 3. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances **and** any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.
 4. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the **New York State Division of Homeland Security and Emergency Services**. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

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

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

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

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

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

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

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

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

Calendar Quarter	Report Due
January 1 - March 31	April 30
April 1 - June 30	July 30
July 1 - September 30	October 30
October 1 - December 31	January 30

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

Appendix D - Program Workplan and Special Conditions

This Program will be implemented by: **Oneida County Sheriffs Office**

Project Goal: Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

Objective # 1

Enhance capabilities to respond to all-hazards events. (4.1, 4.3)

Task # 1

Purchase allowable tactical equipment. Train appropriate personnel in the proper use of the equipment and place the equipment in service.

Performance Measure # 1

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

Objective # 2

Establish/enhance a terrorism intelligence/early warning system, center, or task force. (3.1, 3.4)

Task # 1

Purchase allowable terrorism incident prevention equipment. Train appropriate personnel in the proper use of the equipment and place the equipment in service.

Performance Measure # 1

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

Objective # 3

Develop/enhance interoperable communications system. (6.7, 6.9, 6.10)

Task # 1

Purchase allowable interoperable communications equipment. Train appropriate personnel in the proper use of the equipment and place the equipment in service.

Performance Measure # 1

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

Objective # 4

Establish/enhance sustainable homeland security exercise program. (5.7)

Task # 1

Design, develop, conduct and/or participate in exercises in compliance with HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. This in turn will help to identify training curriculum gaps. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion

Performance Measure # 1

Exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Provide brief narrative and report number of personnel involved, the disciplines involved and the jurisdictions participating; describe how the project enhanced the jurisdiction's prevention, response, or recovery capabilities.

Appendix D - Program Workplan and Special Conditions

I. ALL GRANT FUNDS:

A. Permissible Use of Funding

1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the FY 2011 HSGP application kit, which can be located at:
<<http://www.fema.gov/government/grant/hsgp/index.shtm>>.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with FY 2011 HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at <<http://www.dhSES.ny.gov/planning/#strat>>.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down FY 2011 UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for the FY 2011 HSGP as listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) (<https://www.rkb.us>).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using FY 2011 HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities

1. Any non-DHS approved training courses to be supported by this award must be submitted to DHS, through DHSES for certification.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

E. Law Enforcement Requirements

1. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

Appendix D - Program Workplan and Special Conditions

3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: <<http://www.dhSES.ny.gov/grants/#ehp>>

G. Equipment Maintenance Requirements

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

II. ADDITIONAL REQUIREMENTS FOR TARGETED GRANT PROGRAMS:

A. Explosive Detection Canine Team Grant Program

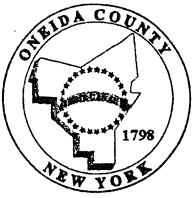
1. Grantees are required to follow New York State Division of Criminal Justice Services (DCJS) or New York State Police (NYSP) guidelines for maintenance training in order to meet the annual recertification requirements for canines purchased with these grant funds.
2. This requirement includes attending training in which a DCJS certified canine explosives trainer is present and completes the proper documentation of such training for recertification, or attending NYSP regional explosives detection canine training as per their protocol.
3. Grantees must make these records available to DHSES, upon request, for review to ensure compliance with these conditions.
4. Grantees must participate in the Department of Homeland Security's Office for Bombing Prevention (OBP) Explosive Detection Canine Capability Analysis Program.

B. Operation SPIDER/RED Cell Team Exercises

1. To satisfy the programmatic reporting requirements for Operation SPIDER/Red Team Exercises, recipient is required to submit only one program progress report per Operation/Red Team Exercise to DHSES. This report is due 30 days after the last day of each Operation/Exercise. After Action Reports (AARs) must be submitted to DHSES for each Red Team Exercise within 30 days of the last day of each Red Team Exercise.

C. Bomb Squad Initiative

1. For the performance period of this grant, all bomb squads awarded grant funds by DHSES must establish, maintain and, when requested by DHSES, demonstrate the capability to wirelessly transmit radiological spectra data files from the field in real-time. These files must be transmitted to designated "reach-back" and scientific support elements in the Domestic Nuclear Detection Office (DNDO's) "Securing the Cities" Initiative or New York Statewide Radiological Detection and Interdiction Program. As necessary, funds from this award can be utilized to establish and/or maintain this capability as budgeted in approved Appendix B Project Budget.



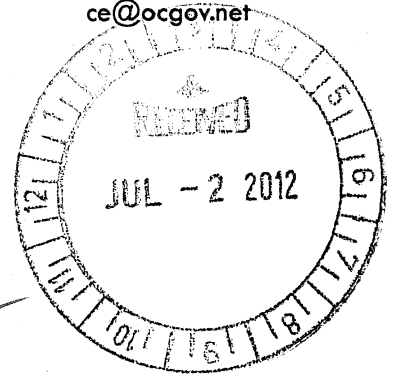
COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE JR.
County Executive
ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NEW YORK 13501
(315) 798-5800
FAX: (315) 798-2390
www.ocgov.net

June 19, 2012

Oneida County
Board Of Legislators
800 Park Avenue
Utica, NY 13501



FN 20 12-295
PUBLIC SAFETY

Honorable Members,

WAYS & MEANS

The Oneida County Sheriff's Office is requesting a new Capital Project for 2012. This new Capital Project, which will be known as Law Enforcement Terrorism Prevention, is the result of a \$165,000 grant from New York State Homeland Security.

The Capital Project funds will be used to continue the Automatic Vehicle Locator (AVL) project which helps in coordinating manpower and vehicle resources during critical incidents. The funds will also be used for the continuation of the Records Management System implemented in the Law Enforcement Unit. This system will store various types of investigative information in one location, while also giving the user the ability to retrieve that information from another location.

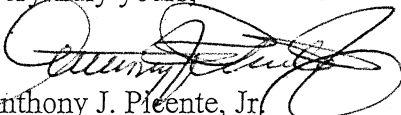
I therefore request your Board's approval for the following:

- A.) Establishment of Capital Project H-465 – Sheriff - Law Enforcement Terrorism Prevention, and
- B.) Funding for Capital Project H – 465 as follows:

H – 465 - State Aid.....\$ 165,000

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

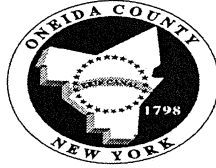
Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

CC:

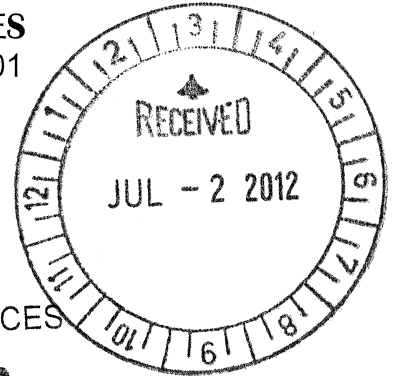
- Sheriff
- County Attorney
- Budget

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



FN 20 12-296

June 22, 2012

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Enclosed is a Memorandum of Understanding with Cornell Cooperative Extension of Oneida which allows the Department to be reimbursed for the cost of four (4) Cornell Cooperative Extension workers to be located with the Department of Social Services Employment Unit. The Combined work space allows Cornell Cooperative Extension Child Care Employee to work with our Daycare Staff and allows for the sharing of information and maintains good communication.

The Term of the Memorandum of Understanding is July 1, 2012 through June 30, 2013 and the maximum revenue to the Department is \$ 7,500.00

I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of these funds as soon as possible.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachments.

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

Anthony J. Picente, Jr.
County Executive

Date 6/29/12

6/22/12
11102

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Memorandum of Understanding

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

Title of Activity or Services: Workspace for 4 Mid-York Workers

Proposed Dates of Operations: July 1, 2012 – June 30, 2013

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). **Narrative Description of Proposed Services:** The Memorandum of Understanding will allow the County to be reimbursed for the cost of the 4 Cornell Cooperative Extension workers to be located with the Department of Social Services Employment Unit.

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

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

Total Funding Requested: Revenue \$ 7,500.00 Maximum

Mandated or Non-Mandated: Non-mandated

Oneida County Dept. Funding Recommendation: Account # A1803

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

FEDERAL	0 % -	\$	
STATE	0 % -	\$	N/A
COUNTY	0 % -	\$	

Cost Per Client Served:

Past performance Served: The Department has provided work space for Cornell Cooperative Extension previously known as Mid-York Child Care Counsel since 2006.

O.C. Department Staff Comments: This combined work space allows Cornell Cooperative Extension Child Care Employee to work with our Daycare Staff and cuts down costs of sharing information and maintains communication. .

MEMORANDUM OF UNDERSTANDING

BETWEEN

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

AND

Cornell Cooperative Extension of Oneida

THIS MEMORANDUM OF UNDERSTANDING, 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 Cornell Cooperative Extension of Oneida, 121 Second Street, Oriskany, New York 13424 (hereinafter called Agency).

WITNESSETH THAT:

WHEREAS, the Agency has the need to locate four workers at the Oneida County Department of Social Services Employment Unit located at 209 Elizabeth Street on the 3rd floor, Utica, New York,

WHEREAS, the Department will supply a work space for four employees of the Agency,

WHEREAS, the Agency will reimburse the Department for telephone, computer, postage and other expenses for the term of the Agreement.

WHEREAS, the Department will provide workspace with a computer port with Internet Access for each workspace at a cost of \$ 500.00 per year per computer and telephones at as cost of \$35 each per month.

WHEREAS, the Department will supply four workstations as agreed to by the Department and the Agency.

The term of this Agreement is July 1, 2012 through June 30, 2013 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement.

Options to renew the Memorandum of Understanding are at the discretion of the Department and the Agency.

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

The Agency represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights 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 the Executive 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.

All information contained in the Agency's or its sub-contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR 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.

The Agency 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 Agency 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 Agency 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 Agency, 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 Agency and the

Department. In order to assure such privacy and security, the Agency 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 Agency, 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 Agency to use or further disclose the protected health information that the Agency 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 Agency may use and disclose protected health information for the Agency's own proper management and administration; and
2. The Agency may provide data aggregation services relating to the health care operations of the Department.

The Agency 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 Agency becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Agency provides protected health information received from, or created or received by the Agency on behalf of, the Department agrees to the same restrictions and conditions that apply to the Agency

- 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 Agency 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 Agency on behalf of, the Department that the Agency 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 Agency 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 Agency 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 Department and/or Oneida County of at least thirty (30) days.

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

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

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

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

The Agency 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 Agency. 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

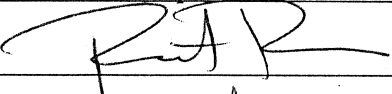
Approved as to Form _____
Oneida County Attorney

Date: _____
Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: _____ Cornell Cooperative Extension of Oneida

Authorized Signature:  _____

Print Authorized Name: Ronald A. Bance

Title: Executive Director

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in
Cornell Cooperative Extension of Oneida # 11102
Memorandum of Understanding July 1, 2012 - June 30, 2013

connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Cornell Cooperative Extension

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Ronald W. Bunch Exec Dir

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

RWB

SIGNATURE

8/2/12

DATE

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, PH.D, MPH, CHES
DIRECTOR OF HEALTH

EDUCATION OF HANDICAPPED CHILDREN PROGRAM

Phone: (315) 798-5223 Fax: (315) 798-6441

FN 20 12-297

HEALTH & HUMAN SERVICES



June 7, 2012

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

WAYS & MEANS

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York municipalities are to provide payment for related services rendered to eligible preschool aged children with disabilities.

Enclosed please find (3) three copies of an amended Agreement between Building Blocks Learning Center, LLC. and the Oneida County Health Department, Education/Transportation of Handicapped Children Program for the reimbursement of related services for the period July 1, 2012 through June 30, 2015.

This is a mandated program. We anticipate reimbursement will exceed \$50,000.00 July 1, 2012 through June 30, 2015 school year.

Please contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gayle D. Jones'.

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

GDJ/bc
Enclosures

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

A handwritten signature in black ink, appearing to read 'Anthony J. Picente, Jr.'
Anthony J. Picente, Jr.
County Executive

Date 6/29/12

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program
Account Number: A 2960.1953

NAME AND ADDRESS OF VENDOR: **Building Blocks Learning Center, LLC**
2 East Park Row, Clinton, New York 13323

VENDOR CONTACT PERSON: Michelle O'Brien 853-6090

DESCRIPTION OF CONTRACT: The purpose of this contract is to provide eligible 3 to 5 year old children with the related services of speech and language therapy, occupational therapy and physical therapy. The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations. This regulation states that related services shall be provided by individuals with appropriate certification or current license in each area of related service. It is the expectation that each contracted provider uphold the best practice guidelines of their individual discipline and to submit all required documentation requested therein. Transportation services are provided in accordance with Section 119-0 of the General Municipal Law and Section 236 of the Family Court Act.

CLIENT POPULATION SERVED: 2011 – 118 (Coordination – 14; Occupational Therapy – 18; Physical Therapy – 16; Speech Therapy – 70) Clients

2011 RELATED SERVICES CONTRACT YEAR TOTAL: \$ 111,825.00

THIS CONTRACT YEAR: Rate for Related Services \$45.00 per half hour session.

THIS IS CONTRACT PERIOD: July 1, 2012 to June 30, 2015

_____ NEW X RENEWAL _____ AMENDMENT

FUNDING SOURCE: Contract Amount: \$45.00 per half hour session and is over \$50,000.00.

Less Revenues: _____

State Funds _____ 59.5% of Total Dollars__

County Dollars - Previous Contract \$ __ 40.5% of Total Dollars__

County Dollars - This Contract \$ __ 40.5 % of Total Dollars__

Approved as to Form by County Attorney:


Brian Miga, Esq.

SIGNATURE: Barbara Pellegrino, Director Special Children Services

ONEIDA COUNTY PRESCHOOL RELATED SERVICE CONTRACT

This Contract, by and between the COUNTY OF ONEIDA, a municipal corporation of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, acting through its Department of Health, Education/Transportation of Handicapped Children Program, located at 185 Genesee Street, Utica, New York 13501, hereinafter collectively referred to as Municipality, and **Building Blocks Learning Center, LLC, 2 East Park Row, Clinton, New York 13323**, a related service provider hereinafter referred to as the Contractor, is for the provision of related services to preschool children, (ages 3 – 5), with handicapping conditions pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education.

WITNESSETH:

WHEREAS, Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, authorizes, directs and charges the Municipality to provide payment for related services on an itinerant basis to an eligible preschool students with a disability, as recommended by the Committee on Preschool Special Education, (CPSE) AND approved by the Board of Education, (BOE) from the child's resident school district, by an appropriately certified or licensed professional consistent with the law and regulations.

WHEREAS, a fully executed contract is necessary with the Contractor for the provision of the aforementioned services,

WHEREAS, any Contractor which shall be a party to this contract or any other contract with the Department of Health for the County of Oneida shall not use federal funds for lobbying purposes 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.

WHEREAS, any Contractor entering into this or any other contract with the County of Oneida, Department of Health shall not have its principal disbarred, ineligible, or voluntarily excluded from a cover transaction by any federal agency 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. Moreover, the Contractor may not have within the last three year period, been convicted of, have a civil judgment rendered or be presently under an indictment for the commission of fraud or criminal offense which would make them ineligible to receive our funding from Oneida County.

WHEREAS, any Contractor entering into this contract or any other contract with the County of Oneida, Department of Health shall continue to provide a drug-free workplace by following the established requirement of 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. (Attachment A)

WHEREAS, pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all 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 waste and recyclables in the Oneida-Herkimer Solid Waste Authority's service are 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.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

This contract shall become effective July 1, 2012 and terminate June 30, 2015 conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this agreement.

2. RATES

Refer to **Attachments C, Rate Schedule**. Any rate changes during life of this contract will be submitted as amendments of this contract.

3. TERMINATION

- **BY CONTRACTOR:** Should the Contractor request termination of this contract, a written notice of any such termination shall be provided to the Municipality by the Contractor not less than thirty (30) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall incur no additional expenditures unless previously authorized.
- **BY MUNICIPALITY:** This contract may be terminated at any time by the Municipality upon the giving of ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this contract, the Municipality may terminate the contract effective upon written notice at any time. Furthermore, 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 Contract, the Municipality shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such event, the Municipality 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 Municipality be responsible for any actual or consequential damages as a result of termination.

4. SCOPE OF SERVICES

- a. Services performed pursuant to this Agreement shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance of the Regulations of the Commissioner of Education of the State of New York.
- b. The Contractor agrees to provide speech, occupational and physical therapies delivered on an itinerant basis subject to the New York State Education Department (SED) approval.
- c. The Municipality will maintain an approved Oneida County Related Services Provider List and ensure that the Contractor is a referral from this list approved by the New York State Department of Education for the County of Oneida.
- d. The Municipality will ensure the Contractor is on the Related Service List and that the Committee on Preschool Special Education and the Board of Education of the school district the child resides have approved all services.
- e. **Related Services cannot begin until a date after the Board of Education approval date. Start date will be indicated on the STAC 1.**
- f. The Municipality will set rates for all related services delivered on an itinerant basis subject to New York State Department of Education (SED) approval.
- g. The Municipality will provide payment of services rendered, as authorized on the child's Individualized Education Program (IEP) and the STAC 1, in a timely manner following the submission of a correctly completed claim on a monthly basis by the Contractor with **required documentation** and assuming availability of funds as outlined under Section 3 above.

5. HEALTH REQUIREMENTS

- a. The Contractor shall ensure compliance with New York State, Title 10, Codes, Rules and Regulations, all applicable County policies and Federal laws pertaining to health requirements.
- b. The Contractor agrees to provide the Municipality copies of all health requirements. Failure to submit required documents within (30) days may result in contract being voided without further notice.

6. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Service Law, the Municipality that contracts with Contractors for preschool related service is required to screen Contractors who will have "regular and substantial contact" with children, as defined by New York State Department of Social Service Administrative Directive 86 ADM-43, through the State Central Register of Child Abuse and Maltreatment, hereinafter referred to as "SCR."
- b. This being the Contractor's first contract with the Municipality and the Contractor being likely to have regular and substantial contract with children, the Municipality is responsible for clearing the Contractor, and each of the Contractor's employees, through the SCR prior to any unsupervised contact between children receiving services and the Contractor's employees.
- c. The Municipality will provide notice to the Contractor that an inquiry will be made to the SCR regarding the Contractor and the Contractor's employees by issuing to the Contractor Form DSS-3371A, a copy of which is attached hereto as Attachment "L."
- d. The Contractor is required to complete for new employees only Form LDSS-3370, State Central Registry Database Check Form, and submit it, along with the \$5.00 submission fee, to the Municipality, who will in turn submit such forms and fees to the SCR. A copy of this form is attached hereto as Attachment "M."
 1. A separate Form LDSS-3370 must be completed and submitted, and a separate fee must be paid, for each of the Contractor's employees.
- e. The Municipality's failure to obtain SCR clearance for each of the Contractor's employees assigned to the Municipality will result in no unsupervised contact between children receiving services and the Contractor's employees.
- f. The Municipality will review the response to its SCR inquiry regarding the Contractor and will take all steps necessary to ensure the confidentiality of any such responses.
- g. Proof of SCR database check in accordance with Section 424-a must be submitted to the Municipality with the contract and on an ongoing basis as required for preschool.

7. CONFIDENTIALITY

- a. The Municipality and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by Law or by written consent of the child's representative.

8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

- a. Contractor agrees that, to the extent the Contractor is either a covered entity or a Business associate of the Municipality, defined by the Health Insurance Portability and Accountability Act of 1996 (HIPPA), it will comply with all applicable requirements of HIPPA within the time periods delineated in HIPPA.

9. REPORTING REQUIREMENTS (1)

- a. Contract therapists shall be presently qualified to provide related services in New York State and agree to submit copies of all appropriate license(s) or certification(s) to the Municipality and update these as necessary during the Term of this Contract.
- b. Shall complete an Oneida County Related Service Provider Information Sheet in order to be considered for placement on the Oneida County List of Related Service Providers.
- c. Sign a Contract with Oneida County with **services not to commence before a fully executed Contract is received.**
- d. Adhere to SED requirements and regulations.
- e. Attend CPSE annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. **A copy of any reports necessary for review at these meetings shall be forwarded to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least five (5) days prior to the meeting date.**
- f. Provide all services at a site consistent with the law and regulation previously stated.
- g. **Speech pathologists** shall be required to obtain a written **Prescription** (recommendation/order) for speech services signed and dated from (1) NYS Licensed and ASHA Certified Speech-Language Pathologist OR (2) a physician, physician's assistant or nurse practitioner. **The NYS Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral if they have not seen the preschool child. 18NYCRR 505.11 states that a written order must contain a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner's orders must be dated on or before the initiation of service.** No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.
- h. **Speech pathologist shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment N** for teachers certified to provide speech and language services who work under the "direction" of the licensed and New York State registered speech and language pathologist.
- i. **Physical Therapists shall complete and submit to the County the "Certificate of Under the Direction and Accessibility Attachment N-1** for physical therapy assistants who work under the "direction" of the licensed, NYS registered and CAPTE educated physical therapist.
- j. **Occupational Therapists shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment N-2** for certified occupational assistants who work under the "direction" of the licensed and NYS registered occupational therapist.
- k. **Physical Therapists must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner and Occupational therapists must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner. No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.**
- l. Contract provider agencies using speech therapists, physical therapy assistants or occupational therapy assistants for direct service must provide this service under the supervision of a corresponding speech pathologist, physical therapist and occupational therapist (See Attachment N, O, P). **Refer to rate schedule for services provided by direct service provider. All progress notes submitted must also have the signature and National Provider Identification number (NPI#) of this licensed individual and title as well as the direct service provider and title.**

REPORTING REQUIREMENTS (2)

The Contractor shall also:

- a. Obtain from the CPSE Chairperson a current copy of the IEP prior to start of service which will follow BOE approval date. This is applicable to any later program changes on IEP as well. The Contractor shall deliver services as specified on the IEP as to areas of remediation, frequency and duration of service.
- b. Shall submit at least monthly or with the invoice, whichever is first, attendance and progress notes for each session child was serviced. (See form under Attachment E, Preschool Related Service Notes. AND Attachment F, signature of Parent/Guardian or Daycare provider if child was not seen at home, must be submitted on signature sheet. Refer to Attachment F Parent/Guardian Signature Sheet.)
- c. Shall follow recommended procedure for filing claim as indicated under **Attachment G Procedures for Preschool Related Service Claims.**
- d. Shall call CPSE chairperson for program review if services cannot be delivered as indicated on IEP due to child's absence, etc. or if therapist recommends change in service or discharge.

- e. Shall forward to the Municipality and the CPSE prior to any scheduled program review, or annual review a copy of all documentation and justification for 12-month programming, should this be recommended.
- f. Meet and/or confer with the child's parent/guardian at such time or times as appropriate during the year to discuss goals and progress. Where services are to be delivered in conjunction with a mainstream preschool program the Contractor shall work with the program by communicating with the program staff, parents, school district and other therapists. An attempt will also be made to provide the parent/guardian with follow up materials to be used at home to reinforce delivery of services.
- g. Inform parents of their responsibility to ensure that their child's attendance enables him/her to benefit from the related services provided. Parents should also be made aware of the need to alert the Contractor in a timely manner, to the extent possible, when the child will be absent or not available for service if provided in the home. Any problems encountered in this regard should be reported to the Municipality and school district of residence.
- h. If two or more related services are required of a child, the CPSE Chairperson shall select one of the therapists to act as a Coordinator. If the CPSE determines that a SEIT (Special Education Itinerant Teacher Program) is to be provided in conjunction with one or more related services, the SEIT shall be responsible for the coordination of such services pursuant to Regulations of the Commissioner. Compensation for such services is to be part of the SED established rates for the SEIT Program Model. **Refer to Section 10 Responsibilities of Coordinator.**
- i. Maintain up to date insurance and certifications and forward copies to the Municipality when they become due.
- j. The Municipality can claim Medicaid reimbursement for services provided under 4410 programs. The Contractor must therefore submit a signed Medicaid provider agreement and reassignment form with the signed Contract. See **Attachment B-1 Provider Agreement and B-2 Statement of Reassignment.**
- k. Progress notes addressing goals and objectives on the IEP must be done quarterly. A copy must be provided to the parent, CPSE Chairperson and the Municipality.
- l. Upon expiration of the term of the contract all files and records shall be retained by the Contractor until further notice from the Municipality.

10. RESPONSIBILITIES OF COORDINATOR OF SERVICE

- a. When two or more related services are mandated (not in conjunction with SEIT), the CPSE Chairperson will designate the coordinator of services from the list of approved related service providers maintained by the Municipality. The coordinator must be one of the individuals/agencies providing related services to the child, as specified by the CPSE. It is suggested that, to the extent possible, service providers be selected from the same agency. It is the responsibility of the coordinator to stay thoroughly informed on all facets of the services provided to the child. In addition to duties as outlined in the section covering Reporting Requirements above, the designated coordinator will perform appropriate coordination activities including but not limited to:
 - Arranging the schedule for service delivery, offering recommendations and consulting with the CPSE chairperson to resolve scheduling issues when appropriate.
 - Sharing appropriate information with other related service providers for the appropriate integration of such services.
 - Gathering appropriate progress reports and anecdotal information relating to the student's progress from all related service providers to ensure that the Coordinator has a general knowledge of the child's progress, as well as any significant considerations, in the related service area.
 - Attend Annual Review meeting and other meetings, if requested by the CPSE chairperson. The coordinator is viewed as having all information on the child's progress and needs and, therefore, is able to represent the other therapists involved in the child's care at the CPSE meetings.
 - Conducting activities such as telephone conferences or other communication practices. Coordination activities must be documented and reported in half-hour service blocks on the Coordination Service Form (Refer to **Attachment J, Preschool Coordination**).
 - Coordination services can be provided only by licensed speech pathologist, physical therapist and occupational therapist.
- b. Billing for Coordination services shall not exceed 10 sessions during the school year (September – June) and 2 sessions during a summer program (July – August) per child. One (1) session or service block consists of a half-hour and will be paid at rate indicated under **Attachment C Rate Schedule**. Each date of contact and length of time claimed for coordination during month must be listed and identified. Periods of less than a half-hour block may be aggregated into half-hour service blocks of coordination services for billing purposes.

11. MAKE UP POLICY

1. Reporting Absences

Habitual absences should be reported to the school district (CPSE) and the Special Education Itinerant Teacher (SEIT) if the child receives SEIT services; if the child receives two or more related services, habitual absences shall be reported to the assigned related service coordinator appointed by the CPSE Chairperson.

2. Student Absence or Cancellation

There shall be no makeup for therapy sessions provided under 4410 services which are missed due to a child's absence or cancellation (with or without notice). If a child's illness will necessitate canceling of service for several consecutive sessions, please request the parent/guardian call you to commence services.

3. Therapist Absence or Cancellation

Services which are missed due to the absence of or cancellation by the therapist may be made up if the parent consents and the therapist's schedule permits. The makeup sessions must take place within the same week the service was missed.

4. Prolonged Absence of Therapist

When the therapist is absent for a prolonged period of time, the school district should be notified. The school district is responsible for arranging the replacement for the absent therapist. The school district is responsible for notifying the Municipality of any change of a related service provider prior to the change so the Municipality may give the new provider permission to begin services.

5. Holidays and Other School Closings

Therapy will follow the calendar of the local school district in which the child resides. Therefore, holiday and other school closings of that particular school district will apply.

When services are provided in a mainstream nursery school setting, the nursery school calendar will be followed except where written prior arrangements have been mandated by the school district and approved by the Municipality.

6. Limitations on Scheduling Therapy Makeup Sessions

Service may not have two sessions of the same discipline on the same day. Therefore, makeup sessions may not be held on the same day as a regularly scheduled session of the same discipline.

Regularly scheduled service sessions may not be extended for the purpose of making up a missed session.

7. Documentation Required

Make up sessions must be clearly documented on the progress report form with reasons for the make up session and the date the session is replacing.

12. INSURANCE

- a. The Contractor shall maintain professional liability insurance covering all acts performed by the Contractor pursuant to this Agreement and will provide the Municipality with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate; said insurance policy shall also contain an endorsement from the insurer providing that the Municipality is an "additional insured" under the policy.

13. INDEMNIFICATION

- a. The Municipality shall not be liable for any claim of malpractice asserted against the Contractor, and the Contractor shall hold the Municipality harmless for any and all claims arising from the Contractor's service under this Agreement including but not limited to, malpractice, negligence or willful misconduct.
- b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the Municipality.

14. EXCLUSIVITY

- a. The Municipality retains the right to reassign children to other Contractors or its own employees.
- b. The Municipality retains the right to contract with other independent contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the Municipality.

15. CONTRACTOR STATUS

- a. It is intended by both the Contractor and the Municipality that the Contractor's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor and the Municipality. The Contractor shall not be eligible for compensation due to: a.) illness; b.) absence due to normal vacation; c.) absence due to attendance at school or special training or a professional convention or meeting.
- b. The Municipality agrees not to withhold from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The Contractor will indemnify and hold the Municipality harmless from all loss or liability incurred by the Municipality as a result of not making such payments or withholdings.

- c. The Contractor understands, and represents to the Municipality, that such insurance and tax payments are the sole responsibility of the contractor.
- d. If the Internal Revenue Service or any other governmental agency questions or challenges the Contractor's independent contractor status it is agreed that both the Municipality and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- e. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Regulations, 41 CFR Part 60.
- f. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

16. SUBCONTRACT

- a. The Contractor may not assign the Contractor's rights and obligations under this Agreement, or subcontract with or employ another to provide the services described above of this Agreement, without the prior written consent of the Municipality.

17. AUDIT

- a. If the value of the agreed and/or reasonable value of the services performed by the Contractor hereunder reaches a value of \$10,000 or more during a twelve (12) month period, the Contractor agrees to allow the Comptroller General of the United States, HHS, and/or their duly authorized representatives access to Contractor's contract books, documents, and records until the expiration of four years after the services furnished hereunder the Agreement.

18. WASTE MANAGEMENT

- a. In accordance with the Oneida County Board of Legislators Resolution #249, passed May 26 1999, all waste and recyclables generated by the Contractor and any subcontractor in performance of this contract are delivered exclusively to the Oneida-Herkimer Solid Waste Authority facilities.

19. RENEWAL

- a. The parties anticipate that this Agreement will be reviewed prior to termination. In the event that the Municipality requires services during review and renegotiation of this Agreement but after the termination date, all the terms of this Agreement shall remain in force during the period of Agreement extension. Nothing in this paragraph requires any Agreement extension.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

MUNICIPALITY – ONEIDA COUNTY

BY: _____

Anthony J. Picente Jr.
Oneida County Executive

DATE: _____

APPROVED CONTRACTOR

Building Blocks Learning Center, LLC

BY: UmenupOBren

DATE: 5/14/12

Approved as to Form ONLY

ONEIDA COUNTY ATTORNEY

BY: _____

Brian Miga, Esq.

**ONEIDA COUNTY DEPARTMENT OF HEALTH
EDUCATION/TRANSPORTATION HANDICAPPED CHILDREN PROGRAM
PROCEDURES FOR
RELATED SERVICES UNDER 4410**

ATTACHMENTS

- A CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS
- B-1. PROVIDER AGREEMENT
- B-2 STATEMENT OF REASSIGNMENT (Signature of Provider Required)
- C. RATE SCHEDULE
- D. STAC-1
- E. PRESCHOOL RELATED SERVICE NOTES
- F. PARENT/GUARDIAN SIGNATURE SHEET
- G. PROCEDURES FOR PRESCHOOL RELATED SERVICE CLAIMS
- H. ONEIDA COUNTY CLAIM VOUCHER
- I. GUIDELINES FOR 12-MONTH PROGRAMMING
- J. PRESCHOOL COORDINATION AND INSTRUCTIONS
- K. MEDICAID RELEASE FORM
- L. PROVIDER FORM DSS-3371A
- M. LDSS-3370 STATE CENTRAL REGISTER DATABASE CHECK FORM
- N. CERTIFICATION OF UNDER THE DIRECTION AND ACCESSIBILITY SLP
- N-1 CERTIFICATION OF UNDER THE DIRECTION AND ACCESSIBILITY PT
- N-2 CERTIFICATION OF UNDER THE DIRECTION AND ACCESSIBILITY OT
- O. PHYSICAL THERAPY SUPERVISION REQUIREMENTS
- P. OCCUPATIONAL THERAPY SUPERVISION OF OT ASSISTANTS

ATTACHMENT A

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 sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements and subcontracts) and that all sub-recipients 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 notice of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected 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.

Building Blocks Learning Center, LLC
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Michelle P O'Brien
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

M. O'Brien
SIGNATURE

5/14/12
DATE

ATTACHMENT B-1

**PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE COUNTY
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
PRESCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (PSHSP)**

Based upon a request by the County to participate in the New York State Medicaid PSHSP Program under Title XIX of the Social Security Act,

Building Blocks Learning Center, LLC
(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
 - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
 - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: Manuel P. Brin

Address: 2 East Park Row

City: Clinton State: NY Zip: 13323

Telephone: 853-6090 Date Signed: 5/14/12

ATTACHMENT B-2

STATEMENT OF REASSIGNMENT

Building Blocks Learning Center, LLC
Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

1. to reassign all Medicaid reimbursements to the County that you contracted with for providing medical services billed under the Preschool Supportive Health Services Program (PSHSP),
2. to accept as payment in full the contracted reimbursement rates for covered services,
3. to comply with all the rules and policies as described in your contract with the County, and
4. to agree not to bill Medicaid directly for any services that the County will bill for under the PSHSP program.

NOTE: Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the Preschool Supportive Health Services Program (PSHSP)

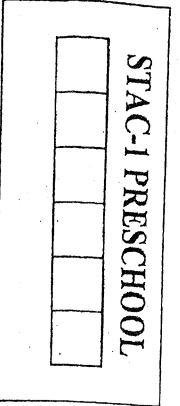
5/14/12
(Date)

Monique P. Brien
(Outside Contract Service Provider's Signature)

ATTACHMENT C

ONEIDA COUNTY RELATED SERVICE RATES

RELATED SERVICE	MAXIMUM GROUP HALF HOUR RATE	MAXIMUM INDIVIDUAL HALF HOUR RATE RATE PER HALF- HOUR BLOCK	MAXIMUM COORDINATOR
Audiology		\$45	
Counseling Services		\$45	
Occupational Therapy		\$45	\$30
Occupational Therapy Assistant		\$30	
Orientation & Mobility Services		\$45	
Physical Therapy		\$45	\$30
Physical Therapy Assistant		\$30	
School Social Work		\$45	
Speech Therapy		\$45	\$30
Teacher of Hearing Impaired		\$25	
Teacher of Visually Impaired		\$25	
Teacher Assistant		\$ 6	
Teacher Aide		\$ 5	



The University of the State of New York
THE STATE EDUCATION DEPARTMENT
Albany, New York 12234

REQUEST FOR COMMISSIONER'S APPROVAL OF
SERVICES FOR CHILDREN WITH DISABILITIES
Pursuant to Section 4410 of the Education Law

1. Name of Student (last) _____ (first) _____ (m) _____

2. Date of Birth ____/____/____ 3. Sex of Child _____ Female _____ Male _____

4. Social Security Number _____ 5. SIS Student Identification Number _____

6. Racial/Ethnic Category of Child (Definitions on reverse side of this form) Circle one:

- Amer. Ind. or Asian or Black Hispanic White
- Alaskan Nat. Pac. Island

7. Placement Type Check One

Approved Center Based Program (HSPRE) _____ Related Services and/or SEIT (HSSE) _____

Special Class _____ Related Services only _____

Special Class Integrated Setting _____ Special Education Itinerant Teacher and/or SEIT plus Related Services _____

8a. Public School District that has Committee on Preschool Special Education Responsibility. _____

b. County of Child's Current Location (where child resides). _____

c. County at Time of Placement in Foster Care or in Temporary Housing or in a residential facility licensed or operated by another State Agency. _____

9. Service Provider for Center Base or SEIT. _____

10. Name of Program. _____

11. Related Service or SEIT Provider _____ Type of Related Service _____ Hrs per Day / Days per Wk _____

12. Service Information	FROM (Mo./Day/Yr.)	TO (Mo./Day/Yr.)	Hrs. per Day	Days per Week	SEIT or Related Services Individual or Group of	Number of Half Hour Sessions	Rate per Half Hour Session	13. Transportation Dates of Transportation
Education or SEIT	____/____/____	____/____/____	____	____	____	____	____	____/____/____
Related Service 1	____/____/____	____/____/____	____	____	____	____	____	____/____/____
Related Service 2	____/____/____	____/____/____	____	____	____	____	____	____/____/____
Related Service 3	____/____/____	____/____/____	____	____	____	____	____	____/____/____
Related Service 4	____/____/____	____/____/____	____	____	____	____	____	____/____/____
Related Service 5	____/____/____	____/____/____	____	____	____	____	____	____/____/____
Total Cost of Transportation								\$ _____

14. AUTHORIZATION OF PLACEMENT: I certify that the preschool student with a disability herein named is being provided the educational services indicated and that such services have been recommended by the Committee on Preschool Special Education and the child is eligible for such placement in accordance with the Regulations of the Commissioner and Section 4410 of the Education Law.

Signature: _____

ATTACHMENT E

PRESCHOOL RELATED SERVICE PROGRESS NOTES

Child's Name _____ DOB _____ Month/Year of Service _____

School District _____ Agency Name _____

OT PT ST SEIT Frequency per IEP _____

Therapist (Print) _____ NPI # _____

UDO (Print) _____ NPI # _____

Service Location Codes: H-Home, NS-Nursery School, UPK-Universal Pre-K, DC-Day Care, HS-Head Start, O-Other

Date _____ Time _____ Session Length _____ Individual ___ Group ___ Number In Group _____
Service Location Code _____ CPT Code _____

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ Individual ___ Group ___ Number In Group _____
Service Location Code _____ CPT Code _____

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ Individual ___ Group ___ Number In Group _____
Service Location Code _____ CPT Code _____

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ Individual ___ Group ___ Number In Group _____
Service Location Code _____ CPT Code _____

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

ATTACHMENT E

PRESCHOOL RELATED SERVICE PROGRESS NOTES

Child's Name _____ DOB _____ Month/Year of Service _____
School District _____ Agency Name _____
OT PT ST SEIT Frequency per IEP _____

Therapist (Print) _____ NPI # _____

UDO (Print) _____ NPI # _____

Service Location Codes: H-Home, NS-Nursery School, UPK-Universal Pre-K, DC-Day Care, HS-Head Start, O-Other

Date _____	Time _____	Session Length _____	Individual ___	Group ___	Number In Group _____
Service Location Code _____					CPT Code _____
Therapist Signature & Title _____					Date _____
UDO Signature & Title _____					Date _____

Date _____	Time _____	Session Length _____	Individual ___	Group ___	Number In Group _____
Service Location Code _____					CPT Code _____
Therapist Signature & Title _____					Date _____
UDO Signature & Title _____					Date _____

Date _____	Time _____	Session Length _____	Individual ___	Group ___	Number In Group _____
Service Location Code _____					CPT Code _____
Therapist Signature & Title _____					Date _____
UDO Signature & Title _____					Date _____

Date _____	Time _____	Session Length _____	Individual ___	Group ___	Number In Group _____
Service Location Code _____					CPT Code _____
Therapist Signature & Title _____					Date _____
UDO Signature & Title _____					Date _____

ATTACHMENT G

PROCEDURES FOR PRESCHOOL RELATED SERVICE CLAIMS

Each claim must include the following:

A. ONEIDA COUNTY CLAIM VOUCHER

The County will provide this three-part invoice for submission of all claims. All 3 copies must be submitted as indicated on sample copy. Refer to **Attachments H Oneida County Claim Voucher**.

Individual therapists must submit only one invoice for all children seen within the month. Coordination charges must be submitted on a separate invoice.

Agency Providers must submit a separate invoice for each discipline and coordination service seen within the month.

All Providers must include: Month and Year of service; Type of Service; Whether Group or Individual Sessions; Total number of sessions @ .5 Hr, Rate per Session and Total Claim on invoice. Refer to sample copy. **Attachment H Oneida County Claim Voucher**.

B. STUDENT LISTING

This will indicate all Students by service, in **Alphabetical Order** with total number of .5 hr sessions and charge per child including Grand Total which should match Total Claim on invoice. A separate sheet should be completed for children seen in a group with appropriate rate entered for each child. See **Attachment H-1**.

C. PRESCHOOL RELATED SERVICE NOTES

This form must show dates child was serviced and the length of time under 'Time', (eg. Date: 9/5/00, Time: 9:00-9:30AM, Individual X), and a brief statement (progress note) regarding session. Therapist must sign and include NPI# where indicated. If a co-signature is required (eg speech therapist supervised by a speech pathologist), both signatures must be shown on form. This form is attached to the Student Listing and Parent Signature Forms.

D. PRESCHOOL COORDINATION SHEET

This form must be submitted with all coordination claims showing specific time spent in this activity, the date and the type of activity. A maximum of 30 minutes per month is allowable for reimbursement. This form is attached to the Student Listing.

E. PARENT/GUARDIAN SIGNATURE SHEET

This form must be attached to all direct related service claims. The parent, guardian or daycare supervisor if service in not performed in the home, must sign verifying that service was provided on date indicated.

F. PRESCRIPTION

All **initial** claim invoices must have a copy of the prescription/order attached if required for the service provided.

G. MEDICAID RELEASE FORM

If requested at time of assignment, a Medicaid release form signed by the parent/guardian will be attached to the initial claim invoice. **Attachment K Medicaid Release Form**.

Invoices must contain all supporting documentation.

Invoices with missing or incorrect data will be returned unpaid with explanation as to reason why.

All required information must be completed on respective forms.

Claims may not cross calendar years or terms of service.

If a correction is made to a claim submitted by a provider, the item that is incorrect will be crossed out and initialed by the person making the correction, and a copy of the claim with a letter of explanation will be sent to the service provider.

The original claim, with an adjusted "amount claimed" will be forwarded to the Oneida County Audit and Control Department

for payment. The provider must then resubmit the item that was corrected if required, along with appropriate documentation, in order to be paid for the item.

The Provider may not bill for coordination or consultation unless it is mandated on the IEP or included on the STAC-1 form.

Coordination is to be claimed in half-hour blocks. Periods of less than half-an-hour may be prorated. Coordination may be billed one time per month for one-half hour or each child coordination services were assigned.

For children seen in a group, list each child separately in alphabetical order and enter correct rate for the month based on number of children in group setting for each session.

Providers must notify the County within one business day by telephone or **FAX (798-6441)** or in writing within five business days or receipt of information pertaining to the termination of services, change of address, or other change related to a child's service.

Claims are to be submitted to:

**Education/Transportation Handicapped Children Program
Oneida County Department of Health
185 Genesee Street 5th Floor
Utica, N.Y. 13501**

Summer claims for six-week period in July and August must be submitted on one claim in September. September claims are submitted in October, etc. Children who begin service during rather than at the start of a month should be submitted with the first claim on which the child appears.

Oneida County Voucher Forms will be forwarded to you with your contract. Additional forms are on the Oneida County Web site **www.ocgov.net**. All other forms may be copied for your use.

No services can begin or be billed for prior to Board of Education approval date.

Please refer to your contract for documenting issues and requirements.

**ONEIDA COUNTY
HEALTH DEPARTMENT**

185 Genesee Street, Utica, New York 13501
Phone (315) 798-5223 Fax (315) 798-6441

ATTACHMENT I

MEMORANDUM

TO: Oneida County Related Service Providers

FROM: 12-Month Programming Committee for Preschoolers (3-5)

Attached you will find guidelines for determining eligibility for twelve month programming (Extended School Year ESY) for preschoolers (3-5) developed as a regional consensus – based perspective for implementation of New York State Department Regulations.

It is hoped that this will be a useful professional resource in the process of providing appropriate services to preschoolers with disabilities. Please be sure this information is provided to the CPSE Chairperson and County at least five (5) days prior to annual review meeting date should 12 month programming be recommended.

Purpose: Guidelines for Determining Eligibility for Twelve Month Programming (Extended School Year-ESY) for Preschoolers (3-5) were developed in order to have a county-wide consensus-based perspective for implementation of New York State Department Regulations. As the CPSE are responsible to consider whether a student requires an extended school year special education program/service(s), it is incumbent upon the instructional staff to justify their positions relative to an extended year program. The following should be viewed as guidelines that will assist you in your recommendation to CPSE.

Regulatory Background: The CPSE must base its determination on whether the individual child requires an extended school year special education and/or related service(s) program in order to maintain developmental levels. This determination includes the extent to which a child would experience substantial regression. Substantial regression would be indicated by a pupil's inability to maintain developmental levels due to a loss of skills, set of skill competencies or knowledge during the months of July and August. To qualify for a twelve-month program or services, the severity of regression would require an INORDINATE PERIOD OF REVIEW or RETEACHING at the beginning of the school year to REESTABLISH attainment of goals and objectives indicated on the IEP which were MASTERED at the end of the previous year. As with any recommendation by the CPSE, both quantitative and qualitative information should be reviewed to substantiate the need for providing such services and programs.

NYS Part 200 Regulations, Sect.200.16

- (v) twelve-month special service and/or program shall be provided to eligible preschool students with disabilities. Preschool students with disabilities may be considered for such special services and/or programs in accordance with their need to prevent substantial regression if they are:
 - (a) preschool students whose management needs are determined to be highly intensive and require a high degree of individualized attention and intervention; or
 - (b) preschool students with severe multiple disabilities, whose programs consist primarily of habilitation and treatment; or
 - (c) preschool students whose special education needs are determined to be highly intensive and require a high degree of individualized attention and intervention or who have severe multiple disabilities and require primarily habilitation and treatment in the home; or
 - (d) preschool students whose needs are so severe that they can be met only in a seven day residential program; or
 - (e) preschool students who are not described in clauses (a) through (d) of this subparagraph whose disabilities are severe enough to exhibit the need for a structured learning environment of 12 months duration to prevent substantial regression as determined by the preschool on committee on special education.

NOTE: It is assumed that all students, ie., both regular education and special education students, would benefit from extended year programming. Therefore, a student's ability to benefit from twelve-year month programming is not a valid reason to recommend extended school year service(s). In addition, it is also assumed that students, ie., both regular education and special education students would regress if they were not receiving instruction during the summer. The issue is the extent and magnitude of the regressions. Indeed, it is possible that a student who has a learning disability in the area of reading may regress significantly as per the above statement while a student who is severely multiply handicapped may not regress to a significant degree. A teacher should be able to determine those skills which a student has mastered at the end of the school year, ie., June, and be able to determine which of those previously mastered skills would require a period of greater than forty days to master to the same level noted in June. A teacher should be able to provide convincing data to support their position whether it be for extended school year service (s) or for a regular school year program.

DEFINITIONS

1. **INORDINATE PERIOD OF REVIEW OR RETEACHING:** A student is eligible for a twelve month service or program when the period of review or re-teaching required to recoup the skill or knowledge level attained by the end of the prior school year is beyond the time ordinarily reserved for that purpose at the beginning of the school year. The typical period of review or re-teaching ranges between twenty and forty school days. As a guideline, for the purpose of determining eligibility of twelve-month services, a review period of eight weeks or more would indicate that a substantial regression has occurred. Clear and convincing evidence should be provided to the CPSE relative to the projected amount of time required to reestablish mastery of IEP goals and objectives.
2. **REESTABLISH ATTAINMENT OF GOALS AND OBJECTIVES:** The reestablishment and the attainment of goals and objectives is a direct reference to the goals and objectives that have been mastered and have been clearly described on the student's IEP.
3. **MASTERED:** This term is in reference to the command or proficiency a student has over a skill or sub-skill. Mastery can be defined differently for different skills; however, the level of mastery should be clearly indicated on the IEP. Section 4402 (2) (a) of the Education Law defines summer school eligibility only in reference to those skills that have been mastered. Therefore, at the end-of-the-year review meetings, the CPSE should be apprised of those skills that the student has mastered as per the IEP.
4. **SUBSTANTIAL REGRESSION:** Indicate by an inability to maintain developmental levels due to a loss of skills, set of skill competencies or knowledge during the months of July and August.
5. **SEVERITY OR REGRESSION:** Would require an inordinate period of review or re-teaching at the beginning of the school year to reestablish attainment of goals and objectives indicated on the IEP which were mastered at the end of the previous year.
6. **RECOUPMENT:** A student is eligible for twelve-month service or program where the period of review or re-teaching required to recoup the skill or knowledge level attained by the end of the prior school year if beyond the time ordinarily reserved for that purpose at the beginning of the school year. As a guideline for establishing for twelve-month services, this review period should not exceed eight weeks.

THE COMMITTEE SHOULD REVIEW BOTH QUANTITATIVE AND QUALITATIVE INFORMATION TO SUBSTANTIATE THE NEED FOR PROVIDING SUCH SERVICES AND PROGRAMS.

DOCUMENTATION OF REGRESSION/RECOUPMENT TIME

A. Considerations in determining substantial Regression and Recoupment Time.

- It is important that service providers document substantial regression to CPSE by providing ongoing multiple measures throughout the school year. These measurements should be both qualitative and quantitative (not a single set of scores).
- Using SED's **example** of an absence of services in July and August (an 8 week period) the Review period should not exceed eight weeks. Therefore, to be considered for 12 month services, a preschool student with an absence of two weeks would require two or more weeks review to recoup skills.
- **Preschool students being considered for 12 month services should show a consistent pattern of regression as documented throughout the school year as well as over weekends, vacations, and illnesses. This may require frequent assessments (weekly, monthly, etc.).**

B. Documenting Regression/Recoupment Time.

- Staff may use a variety of methods to gather data to document regression/recoupment time, including, but not limited to the following:
 - Evaluation of IEP objectives
 - Notebooks used to communicate between home and school
 - Lesson Plans
 - Anecdotal notes
 - Informal assessments and observations
 - Charts
 - Behavior Checklists
 - Pre/post norm referenced testing
 - Criterion referenced testing
 - Progress notes
- Areas to consider when documenting need for 12 month services:
 - Adaptive Behavior
 - Motor
 - Language/Communication
 - Cognitive
 - Social Emotional

C. Sample Documentation of Skills Before and After Student Absences or School Vacations

Student: _____ D.O.B. _____

District: _____

(Quantitative Documentation: It is important that regressions is documented over several instances and that consistency is demonstrated.)

A. Skill Before Absence	B. Length of Absence	C. Skill after Absence	D. Time to Recoup Skills in "A"	E. Re-Teaching Strategies Used
12/23/06 Verbally identified pictures of 13 common household objects	12 days	1/5/07 Verbally identified 3 common household objects	11 days	Imitation, matching
12/23/06 Matched the colors blue, red and yellow spontaneously	12 days	1/5/07 Matched the color blue 1 out of 4 times	15 days	Imitation, reduced choices
12/26/06 Successfully transitioned 80% of time with minimal adult supervision	12 days	1/5/07 Transitioned 50% of the time with 1:1 adult help	21 days	Reinstated 1:1 adult assistance, used tangible reinforcement
11/12/06 Produced target sound in structured conversation activity 60% accuracy	10 days-student missed 6 sessions	12/3/07 Student produced target sound in structured conversational activity with 30% accuracy	10 days-6 sessions	Drill and practice: cueing

Form Completed by: _____

Title: _____

Date: _____

SEPARATE FORM TO BE SUBMITTED FOR EACH DISCIPLINE.

EACH INDIVIDUAL MAY USE AS MANY FORMS AS NEEDED.

TYPES OF PROGRAMS/SERVICES TO CONSIDER FOR JULY/AUGUST

The CPSE must first determine if a student with a disability is eligible for an extended school year program. The IEP for the July/August program should indicate those areas where the student needs services to prevent substantial regression. While some students with disabilities require a continuation of their full-day 10-month programs, others **may only require services in specific areas of development to prevent substantial regression.**

In order to provide the specific programs and services to meet the students needs, a variety of program options can be considered. A Committee may recommend any one of the following special education programs and services as determined appropriate to the needs of the individual student:

- Related services at a site determined by the CPSE including, but not limited to, an approved summer school program, a community recreational program, a day care center, Head Start, nursery school, or the child' home, **or**
- SEIT, in combination with related services as appropriate provided by a certified special education teacher at a site determined by the CPSE including, but not limited to, an approved summer school program, a community recreational or educational program, a day care center, Head Start, nursery school, or the child's home; **or**
- Full or half-day instruction in special class programs which May include related services.

Student: _____ D.O.B. _____

District: _____

(Quantitative Documentation: It is important that regression is documented over several instances and that consistency is demonstrated.)

A. Skill Before Absence	B. Length of Absence	C. Skill after Absence	D. Time to Recoup Skills in 'A'	E. Re-Teaching Strategies Used

Form Completed By: _____

Title: _____

Date: _____

**SEPARATE FORM TO BE SUBMITTED FOR EACH DISCIPLINE.
EACH INDIVIDUAL MAY USE AS MANY FORMS AS NEEDED.**

RECOMMENDATIONS FOR PROFESSIONAL PRACTICE

In order for this process to move forward in the best interests of the preschooler, it is incumbent upon all CPSE participants to fulfill their roles in a correct and conscientious manner. Therefore, please consider the following as regulatory and best practice statements regarding professional roles in the CPSE process.

A. **CPSE Chairperson** – The CPSE Chairperson’s responsibilities include:

1. The primary responsibility for facilitating committee’s decisions regard student services and eligibility for 12 month programming.
2. Maintaining ongoing communication with all parties (service providers/evaluators, Municipality representatives, parents, etc.) including, but not limited to:
 - specifying information expected for a 12 month recommendation.
 - developing schedules of meeting dates, as well as coordinating with municipality representatives to develop a calendar of meeting dates.
3. Regularly review student progress notes, report cards, etc.
4. Scheduling program review meetings, if necessary, to review current goals and Individual student programs.
5. Maintaining a current knowledge of CPSE regulations/mandates and providing Updates regarding regulatory changes.

B. **Service Providers** – The service providers’ (teacher and therapists) responsibilities include:

1. Providing adequate and ongoing documentation. For example, such as if skills were weakened or lost over vacation or during a period of absence, documentation should occur, **with date**, at the point where the child has successfully relearned the skills. This determines recoupment time. This documentation should be completed by all service providers including teacher and therapists.
2. Prior to a CPSE meeting, this information should be given to the CPSE Chairperson and Municipality Representative a **minimum, of ten school days prior to the actual meeting date for his/her review**. If the teacher/service providers have a site-based supervisor, this supervisor should sign the cover sheet (attached/last page of this document) prior to the packet’s submission to the CPSE Chairperson.
3. Maintaining ongoing communication with CPSE Chairpersons and municipality representatives, especially regarding persistent concerns about individual students.
4. Maintaining communication with parents as to their child’s progress and to educate them regarding least restrictive environment (LRE) and the CPSE process.

C. Municipality Representatives – The municipality representatives responsibilities include:

1. Maintaining ongoing communication with service providers, CPSE Chairpersons and CPSE Coordinator (Oneida BOCES).
2. Regularly reviewing reports/documentation about individual children.
3. Attending CPSE meetings for participation in discussions regarding student's services and/or 12 month program eligibility.
4. Providing updates regarding regulatory changes, state mandates, etc.

D. Agency/BOCES Supervisors – The supervisor's responsibilities include:

1. Maintaining ongoing communication with service providers/evaluators CPSE Chairpersons and municipality representatives.
2. Insuring quality control of services/evaluations provided by the agency or BOCES.
3. Insuring the provision of appropriate and complete documentation/reports for 12 month programming recommendations.
4. Maintaining an up-to-date knowledge of state/federal regulations and mandates regarding the CPSE process and 12 month programming for preschoolers.
5. Working cooperatively with SETRC to provide service providers/evaluation teams with in-service training in CPSE regulations, processes and procedures.

E. Parents – The parents of preschoolers responsibilities include:

1. Maintaining ongoing communication with CPSE Chairpersons, CPSE Coordinators (Oneida BOCES), municipality representatives and service providers.
2. Attending CPSE meetings for participation in discussions regarding their child's services and/or 12 month program eligibility.
3. Attending parent trainings provided by SETRC and community agencies regarding preschoolers' development and related disabilities.

ONEIDA COUNTY PUBLIC HEALTH
EDUCATION AND TRANSPORTATION OF HANDICAPPED CHILDREN'S PROGRAM

185 GENESEE STREET 5th Floor
UTICA NEW YORK 13501

PHONE 315-798-5223 FAX 315-798-6441

COORDINATION OF RELATED SERVICES RECORD

CHILD'S NAME _____ SERVICE MONTH & YEAR _____

SCHOOL DISTRICT _____

COORDINATOR OF RELATED SERVICES AND TITLE _____

AGENCY NAME (IF APPLICABLE) _____

RELATED SERVICES:

TYPE _____ # _____ x/wk _____ PROVIDER _____

TYPE _____ # _____ x/wk _____ PROVIDER _____

TYPE _____ # _____ x/wk _____ PROVIDER _____

(Please circle the date or dates of coordination)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

DATE _____ TIME _____ PHONE CALL _____ CONFERENCE _____ CPSE MTG _____

NOTES:

THERAPIST SIGNATURE & TITLE

DATE _____ TIME _____ PHONE CALL _____ CONFERENCE _____ CPSE MTG _____

NOTES:

THERAPIST SIGNATURE & TITLE

DATE _____ TIME _____ PHONE CALL _____ CONFERENCE _____ CPSE MTG _____

NOTES:

THERAPIST SIGNATURE & TITLE

SELECTION & RESPONSIBILITIES OF THE COORDINATOR OF RELATED SERVICES

In accordance with Section 4410 (5)(d) of the New York State Education Law, if the Board of Education determines that a preschool student with a disability is to receive two or more related services, where possible, the Board should select related service providers that are employed by a single agency. The Board must designate one of the related service providers to coordinate the provision of related services. The coordinator must be one of the individuals providing related services to the child, as specified by the CPSE.

If you are notified that you are the coordinator of related service, appropriate coordination activities, which must be documented by the Coordinator and aggregated into **half hour blocks**, consist of:

1. Arranging the schedule for service delivery, offering recommendations and consulting with the CPSE chairperson to resolve scheduling issues when appropriate. Sharing appropriate information with other related service providers for the appropriate integration of such services.

Gathering appropriate progress reports and anecdotal information relating to the student's progress from all related service providers to ensure that the Coordinator has a general knowledge of the child's progress, as well as any significant considerations, in each related service area. Attending all meetings of the CPSE after initial placement, including the annual review.

2. Providing, at the request of the CPSE, progress information to parents.
3. Conducting activities such as telephone conferences or other communication Practices which may be billable activities.

IF NAMED COORDINATOR OF SERVICES, THIS IS A MANDATORY ACTIVITY AND THERE MUST BE CONTACT BETWEEN THERAPISTS TO BILL FOR THIS SERVICE.

- Rates shall be established on a half-hour service block basis (\$30.00 per half-hour).
- Periods of less than a half hour block of time shall be aggregated into half hour service blocks of coordination for billing purposes.
- The rate shall be paid for up to 10 (ten) half hour service blocks during the school year (September – June) and, if applicable, up to 2 (two) half hour service blocks during a summer program (July – August).

ATTACHMENT K

PARENTAL CONSENT FOR RELEASE OF EDUCATIONAL INFORMATION FOR
MEDICAID FUNDING

Dear Parent/Guardian of _____
On your Child's individualized education program (IEP). Schools in New York State routinely access Medicaid Funding to help meet costs of providing special education services. Please read and confirm the following information:

I, _____ as the
Parent/guardian of _____,
(Print child's name)

Give permission for the school district/municipality to use Medicaid to pay for special education services rendered on behalf of my child for all Medicaid eligible services listed on my child's IEP dated _____.

I understand that the use of Medicaid insurance for special education services will not decrease the available lifetime coverage, increase premiums or lead to the discontinuation of benefits, results in my family paying for other services required for my child outside of school that would otherwise be covered by the Medicaid program and that I will not incur an out-of-pocket expense such as payment of a deductible or co-pay amount.

I give my consent voluntarily and understand that I may withdraw my consent at any time. I also understand that my child's entitlement to a free appropriate public education (FAPE) is in no way dependent on my granting consent and that regardless of my decision to provide this consent; all the required services on my child's IEP will be provided to my child at no cost to me.

Parent/Guardian Signature: _____ Date: _____

Instructions for Completing the Statewide Central Register Database Check Form**LDSS-3370**

- ALL information on the form must be easily read so that data entry and results are accurate. Each SCR Database Check submitted should be reviewed for completeness and legibility by the program/agency liaison. If the form is incomplete or illegible, it will be returned to the agency for corrections.

THE PROPER WAY TO COMPLETE THE FORM:**AGENCY INFORMATION****TOP LINE OF FORM:**

- The three-digit agency code must be placed in the top left-hand box, followed by the Resource I.D. (RID) in the next box to the right. (Contact the licensing agency if there are any questions about these.)
- Daycare providers must place their Child Care Facility System (CCFS) Number in the box next to Resource ID (RID), in lieu of Resource ID number. (Contact your licensing agency/Regional Office if you have any questions).
- Clearance Category letter code (see back of Form LDSS-3370) must be placed in the middle box.
- Phone number (with area code) enables the SCR to contact the agency liaison if this becomes necessary.
- The Request ID Box is for SCR use only.

AGENCY ADDRESS AREA:

- Agency Name: Please use full name, no abbreviations
- Agency Liaison is the contact person at the inquiring agency. (*The SCR response will be addressed to the liaison.) **The liaison cannot be the applicant or a relative of the applicant.**
- Agency Address: Must include street, city

APPLICANT INFORMATION**APPLICANT/HOUSEHOLD MEMBER AREA:****- ALL HOUSEHOLD MEMBERS, ADULTS AND CHILDREN, WHETHER RELATED TO THE APPLICANT OR NOT, ARE TO BE LISTED IN THIS AREA OF THE FORM.**

- Remember to **write clearly** or **type** all information in order to assist in obtaining an accurate response. Record all names with the last_name first, then the first name, and middle name.
- First line: Applicant's name. If there is more than one applicant place the additional name(s) on the lines below the maiden name line.
- Second line: Any maiden names, previous married names, or aliases by which the applicant is or has been known. Use additional lines if there is more than one maiden/married/alias name to be listed.
- Remaining lines: Names of all other household members. (Attach an additional page if needed.)
- If there are no other household members, indicate NONE on the line below "Maiden/Alias".**
- First column: indicate the relationship to the applicant of each person listed. (Spouse, son, daughter, mother, father, friend, etc.)
- Sex M/F column: fill in either M (Male) or F (Female) for every person listed.
- Date of Birth column: fill in complete date of birth (mm/dd/yy) for everyone listed on the form.

ADDRESS AREA:

The information required varies depending on the particular category:

- For Adoption, Foster Care and Family and Group Family Day Care (see back of form for categories), provide addresses for the applicant and any household member who is 18 and older. We need this information for the last 28 years. Attach supplemental pages if necessary, but **do not use** another LDSS-3370 form to list this additional information. Be sure to associate address histories with particular individuals (i.e., indicate which addresses are for which household members).
- For all other categories, only the applicant's address history is required – for the last 28 years.
- Complete addresses are required. Include street name and city/town/village. Also include street number and apartment number. **Post Office Box numbers are not acceptable.** If the applicant has lived abroad, indicate country and dates of residence. If the applicant has spent time in the military, list base names and locations along with dates. **Be sure that there are no periods of time unaccounted for.**
- The top line is for the current address. The previous address should be listed on the second line downward, and so on to the back of the form for the last 28 years. Staple the attached supplemental page to the form if more space is needed, but do not use another copy of the LDSS-3370 for this additional information.

SIGNATURE AREA:

Signatures required depend upon the particular category:

- For Adoption, Foster Care and Family and Group Family Day Care (see back of form for category), signatures are needed from the applicant and any household member who is 18 or older.
- For all other categories, only the applicant's signature is required.
- All signatures must correspond to the names recorded in the Applicant/Household Member Area-for example; Mary Smith should not sign Mary Ann Smith. Victoria Smith should not sign Vicki.
- Applicants must sign in the boxes marked "Applicant's Signature", household members over 18 who are not applicants must sign in the boxes at the extreme bottom of the page marked "Signature".
- All signatures must be dated (mm/dd/yy). The SCR will not accept a form with a signature date more than 6 months old.

If you have questions regarding proper completion of this form, please call the SCR at 518-474-5297.

MAIL YOUR COMPLETED LDSS-3370 FORM TO:

STATEWIDE CENTRAL REGISTER
P.O. BOX 4480
ALBANY, N.Y. 12204-0480

TO ORDER A SUPPLY OF LDSS-3370 FORMS:

Please access the (OCFS-4627) **Request for Forms and Publications**, from the Intranet: <http://ocfs.state.nyenet/admin/forms/SCR/>
Internet: <http://www.ocfs.state.ny.us/main/forms/cps/> and mail the completed OCFS-4627 Request for Forms and Publications, to:

THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12144.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
STATEWIDE CENTRAL REGISTER DATABASE CHECK

Agency Use Only

SCR USE ONLY
REQUEST ID: _____

ALL INFORMATION MUST BE COMPLETE. PLEASE PRINT OR TYPE

AGENCY CODE:	RESOURCE I.D. (RID)	CHILD CARE FACILITY SYSTEM (CCFS) NUMBER:	CATEGORY USE ALPHA CODE:	PHONE NUMBER (Area Code): () -
PRINT BELOW THE ADDRESS ASSOCIATED WITH YOUR RID/CCFS NUMBER: AGENCY NAME: _____ AGENCY LIAISON: _____ STREET ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____			The particular classifications of persons who must or may be screened are set forth on the reverse side of this document. The alpha codes to complete the "Category" box above are also on the reverse side of this form FOR ALL CATEGORIES: Complete the following for yourself, your spouse, your children and any other person(s) in your home at the present time. MAKE SURE YOU COMPLETE ALL MAIDEN NAME/ALIAS SECTIONS THAT APPLY. IF NONE, STATE "NONE" List RELATIONSHIP in the fields below (see reverse side for instructions) Attach additional page if necessary.	

The purpose of collecting the demographic data on *other persons in your household* who are not screened pursuant to Section 424-a of the Social Services Law is to enable the N.Y.S. Office of Children and Family Services to identify with the greatest degree of certainty whether the person(s) being screened is the subject of an indicated child abuse or maltreatment report. The utilization of this information in a discriminatory manner is contrary to the Human Rights Law.

APPLICANT/HOUSEHOLD MEMBER AREA

***PLEASE TYPE OR PRINT CLEARLY**

RELATIONSHIP TO APPLICANT	LAST NAME	FIRST NAME	SEX M/F	DATE OF BIRTH		
APPLICANT						
MAIDEN/ALIAS						

Please provide your current address and any other addresses at which you have resided for the last 28 years, including street, city and state. For Adoption, Foster Care, Family and Group Family Day Care, also include the same address history for household members 18 of age and older.

CURRENT STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO

I affirm that all the information provided on this form is true to the best of my knowledge. I understand that if I knowingly give false statements, such action could be grounds for denial or dismissal from employment or denial or revocation of a license, certificate, permit, registration or approval.

APPLICANT'S SIGNATURE	DATE
-----------------------	------

APPLICANT'S SIGNATURE	DATE
-----------------------	------

EIGHTEEN YEARS OLD OR OVER:

I understand that as a person eighteen years of age or over in a home of an applicant to become an Adoptive or a Foster Parent or a Family or Group Family Day Care provider, the information I have provided will be used to inquire of the Statewide Central Register to determine if I am the subject of an indicated report of child abuse or maltreatment.

SIGNATURE	DATE
-----------	------

SIGNATURE	DATE
-----------	------

AGENCY LIAISON INSTRUCTIONS

Please verify that each form is completed. Incomplete forms will be returned to the sender. For ADOPTION, FOSTER CARE, and FAMILY AND GROUP FAMILY DAY CARE, if both spouses are applicants, both are to sign. Persons eighteen years old and over residing in the home of applicants for ADOPTION, FOSTER CARE and FAMILY AND GROUP FAMILY DAY CARE also must sign the form.

AGENCY CODE

Record your 3-digit agency code. **NOTE:** Day Care, Family and Group Family Day Care and Camps must provide the agency code of the agency or office which issues your license or certificate. Verify your Alpha or Alpha/Numeric 3 digit code with your licensing agency.

DAYCARE PROVIDERS

Must place their Child Care Facility System (CCFS) Number in the box next to Resource ID (RID), in lieu of Resource ID (RID) number. (Contact your licensing agency/Regional Office if you have any questions).

RESOURCE I.D. (RID)

Record your RESOURCE I.D. (RID) in this field. OCFS, OMH, OMRDD, DOH, OASAS and SED licensed agencies and programs, and Local Departments of Social Services, have RID'S as of 9/01. Verify your RID with your licensing agency. If you need assistance, email: ocfs.sm.conn_app@ocfs.state.ny.us

CLEARANCE CATEGORIES

Record the appropriate category.

- F - Prospective/new employee other than day care employees. (fee required - see below)*
- D - Prospective employee (Local DSS district - bill against reimbursement)**
- Y - Prospective Day Care employee (fee required - see below)*
- S - Provider of goods/services
- Y - Applying to be a group family day care assistant. (fee required - see below)*
- Q - Applying to be group family day care provider. (fee required - see below)*
- Z - Prospective volunteer/consultant.
- X - Applying to be adoptive parents pursuant to an application pending before the inquiring agency.
- W - Applying to be foster parents or family care home providers.
- R - Applying to be kinship foster parents.
- P - Applying to be family day care provider. (fee required - see below)*
- N - Applying for a license to operate a day care center. (To be submitted by authorized licensing agency only.) (fee required - see below)*
- M - Director of a summer camp, overnight camp, day camp or traveling day camp.
- E - Current employee.

AGENCY LIAISON

Record the name of the person to whom the response should be sent (**cannot be the same as applicant or related to the applicant**).

APPLICANT/HOUSEHOLD MEMBER AREA INSTRUCTIONS- This information is to be provided by the applicant/employee/provider. See front of form.

APPLICANT (S) (at least one person must be so designated)-USE FIRST LINE

MAIDEN NAME/ALTERNATIVE/AKA: must be completed for every applicant. Record ALL previous names used. Start with second line. Use as many lines as needed (One last name per line)

OTHER HOUSEHOLD MEMBERS: describe relationship to applicant, e.g., son, daughter, father, mother, friend, etc. on remaining lines (ATTACH ADDITIONAL PAGE IF NECESSARY)

IF NO OTHER HOUSEHOLD MEMBERS, record NONE on line below MAIDEN/ALIAS.

*Social Service Law 424-a requires the collection of a \$25.00 fee for certain categories. A certified check, postal or bank money order, teller's check, cashier's check or agency check made payable to "New York State Office of Children and Family Services" in the amount of twenty-five dollars, is to accompany the form. The check also is to include the applicant's name and the agency code.
N.B.: a separate check must accompany each form.

**Social Service Law 424-a, allows local DSS to bill against their reimbursement the charge collected for screening prospective employees.

If you have questions regarding proper completion of this form, please call the SCR at 518-474-5297.

MAIL YOUR COMPLETED LDSS-3370 FORM TO:

**STATEWIDE CENTRAL REGISTER
P.O. BOX 4480, Attention: Service Center Unit
ALBANY, N.Y. 12204-0480**

TO ORDER A SUPPLY OF LDSS-3370 FORMS:

Please access the (OCFS-4627) Request for Forms and Publications, from the Intranet: <http://ocfs.state.nyenet/admin/forms/SCR/> Internet: <http://www.ocfs.state.ny.us/main/forms/cps/> and mail the completed OCFS-4627 Request for Forms and Publications, to:

THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12144. If you have difficulty accessing a form on either site, you can call the automated forms hotline at 518-473-0971.

ATTACHMENT N

**CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY**

I, Michelle P O'Brien, CCC-SLP, NYS Licensed and Registered
Speech-Language Pathologist, with current license number 014074 and NPI number 1952536302

Certify that I am providing "Under the Direction" (attached) services to the following Certified Teachers of the
Speech and Hearing Handicapped (Therapist):

Name of Therapist

<u>Jackie Jordan</u>

I am providing accessibility to the Teachers of the Speech and Hearing Handicapped in the following manner:

Review the IEP and meet with the therapist and child prior to initiation of
services. Meet w/ the therapist and child on a quarterly basis or more if
needed. Maintain monthly communication with the therapist. Attend all IEP
meetings. Review, sign, + date a script, daily notes, monthly attendance
records, quarterly progress reports, annual review reports, and the IEP.

Michelle P O'Brien NS, CCC-SLP
Signature of Licensed Speech/Language Pathologist

5/14/12
Date

ATTACHMENT N-1

**CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY**

I, _____, PT, NYS Licensed and Registered and updated) Physical Therapist (graduate of a CAPTE – approved program), with current license number _____ and NPI number _____ certify that I am providing “Under the Direction of” (attached) services to the following Certified Physical Therapy Assistant:

Name of Therapist

I am providing accessibility to the Certified Physical Therapy Assistant in the following manner:

Signature of Licensed Physical Therapist

Date

ATTACHMENT N-2

**CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY**

I, _____, OTR, NYS Licensed and Registered and Updated) Occupational Therapist , with current license number _____ and NPI number _____

certify that I am providing “Under the Direction” (attached) services to the following Certified Occupational Therapy Assistant (COTA):

Name of Therapist

I am providing accessibility to the Certified Occupational Therapy Assistant in the following manner:

Signature of Licensed Occupational Therapist

Date

ATTACHMENT O

PHYSICAL THERAPY SUPERVISION REQUIREMENT

Requirements for supervision of PTAs (1):

A PT sets all goals, establishes the plan of care, and determines on an on-going basis whether a patient is appropriate to receive services of PTA, with joint visits of PT and PTA at least every 90 calendar days.

Periodic treatment and evaluation of the patient by the PT occurs at least every 12th visit or 30 days, whichever comes first.

A PTA notifies the PT whenever there is a change in status, condition, or performance of the patient.

PT must co-sign monthly service sheets and progress notes generated by PTA.

ATTACHMENT P

OCCUPATIONAL THERAPY SUPERVISION OF OT ASSISTANTS

Examples of some ways for Occupational Therapists (OT) to document the required supervision (1):

Sign and date:

- The treatment plan
- The monthly service sheet used for Medicaid billing
- Evaluations and assessment documents that are used to determine the method of treatment
- The progress notes completed by the OTAs
- The weekly service notes after reviewing
- Performance appraisals and evaluation of the OTAs

4410 RELATED SERVICE INFORMATION SHEET

Individual

(Enter any Changes/Corrections below)

Name

Address

City, State, Zip

Telephone Cell: FAX: _____

Telephone Number(s) at which you can be reached by CPSE _____

Provider's Social Security Number _____

NPI Number _____

1. Type of Service Provided

Geographic location served and times available. Check all that apply:

- All of Oneida County
- Northern Oneida County
- Western Oneida County
- Southern Oneida County
- Eastern Oneida County
- Other (describe): _____

Times Available: _____

Comments: _____

Documentation Required: Please submit with signed contract if not marked 'OK'

Note expiration dates and submit updates when due

State
Child Abuse Registry Letter _____ **Complete Form attached to contract & Oneida County will mail to Child Abuse Registry Office.**

License/Certification, ASHA card for Speech Pathologist and NPI Number _____

Insurance Certificate _____
(\$1 million/\$3 million)

Medicaid Release Form _____ (Sign Form Attached to Contract)

Name of Solid Waste Hauler _____ (Refer to page 1 of Contract)

Confidentiality Statement:

I hereby attest to the fact that all fiscal records and reports, clinical programs reports, and case records are maintained in a locked file and/or a locked closet or room, as per applicable regulations under the New York State Education Department, the New York State Department of Health and the New York State Department of Social Services.

Signature of person signing this Agreement _____

Date _____

RETURN THIS PAGE **ONLY** IF YOU DO NOT WISH TO ENTER INTO NEW AGREEMENT

I am **not** available to provide itinerant related services under the contract.

Provider

Address

Date

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

May 31, 2012

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

FN 20 12 - 298

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

Re: HRI Contract Number: 3492-04

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

This agreement provides several stages of criteria in order to reach women requiring care. Women under the age of 40 must have a personal or first degree family history (mother, sister or daughter) in order to be eligible to receive a screening mammogram. All women between the ages of 40 and 64 that meet financial qualifications may be enrolled for comprehensive breast and cervical cancer screening and associated diagnostic testing. Women aged 65 and over who are either not eligible for Medicare, or choose not to enroll in Medicare Part B for financial reasons, are eligible to be enrolled in the program for comprehensive breast and cervical cancer screening and associated diagnostic testing. Financial qualifications are defined as low income, defined as at or below 250% of current Federal Poverty Guideline, uninsured or underinsured for one or more of the billable screening services. Also eligible to apply for services are women who are asymptomatic for breast and cervical cancer.

The term of this amendment is for the period of shall June 30, 2012 through June 29, 2013 in the amount of \$116,579 and is 100% federally funded.

This is not a program mandated by Public Health Law.

If this amendment 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 6/29/12

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness

NAME AND ADDRESS OF VENDOR: Health Research, Inc.
150 Broadway – Suite 560
Menands, New York 12204

VENDOR CONTACT PERSON: Ki Whaley, Contract Administrator

SUMMARY STATEMENTS: This agreement provides several stages of criteria in order to reach women requiring care. Women under the age of 40 must have a personal or first-degree family history (mother, sister or daughter) in order to be eligible to receive a screening mammogram. All women between the ages of 40 and 64 that meet financial qualifications may be enrolled for comprehensive breast and cervical cancer screening and associated diagnostic testing. Women aged 65 and over who are either not eligible for Medicare, or choose not to enroll in Medicare Part B for financial reasons, are eligible to be enrolled in the program for comprehensive breast and cervical cancer screening and associated diagnostic testing. Financial qualifications are defined as low income, defined as at or below 250% of current Federal Poverty Guideline, uninsured or underinsured for one or more of the billable screening services. Also eligible to apply for services are women who are asymptomatic for breast and cervical cancer.

PREVIOUS CONTRACT YEAR: June 30, 2011 through June 29, 2012

TOTAL: \$109,889

THIS CONTRACT YEAR: June 30, 2012 through June 29, 2013

TOTAL: \$116,579

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

FUNDING SOURCE: A4090.495 A3451

Less Revenues:	_____	_____
Federal Funds (HRI)		\$116,579
County Dollars – Previous Contract		\$ -0-
County Dollars – This Contract		\$ -0-

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

DATE: May 31, 2012

AMENDMENT #3

This Agreement, made this 1st day of May, 2012 by and between **HEALTH RESEARCH INC.**, hereinafter referred to as "HRI," a domestic not-for-profit corporation, and **ONEIDA COUNTY DEPARTMENT OF HEALTH**, hereinafter referred to as "Contractor."

WHEREAS, heretofore on or about the 1st day of September, 2011, the parties hereto entered into a certain agreement regarding "Integrated Cancer Services Program", HRI Contract Number **3492-04**, which was modified by Amendment #1 dated 11/10/11 and Amendment #2 dated 1/30/12; and,

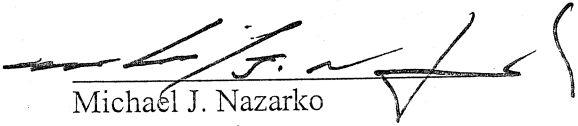
WHEREAS it is now desired to amend that provision of such contract designate as "Total Contract Amount", and to substitute a new budget identified as Exhibit "B" Revised.

It is mutually agreed by both parties the "Total Contract Amount" of Agreement HRI Reference Number 3492-04 will be **\$116,579**.

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

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

HEALTH RESEARCH INC.



Michael J. Nazarko
Executive Director

ONEIDA COUNTY DEPARTMENT OF HEALTH

Arene Zwickel-Russell
Name: Arene Zwickel-Russell
Title: Director of Community Wellness

Approved as to Form Only
Assistant County Attorney

By: Brian M. Miga
Assistant County Attorney

Anthony J. Picente, Jr.
Oneida County Executive

Date

Exhibit "B" Revised

Patient Services Deliverable: \$116,579

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

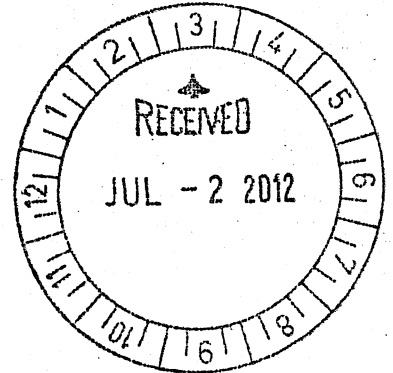
ADMINISTRATION

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

June 25, 2012

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

FN 20 12-209
HEALTH & HUMAN SERVICES



WAYS & MEANS

Dear Mr. Picente:

Re: Contract No.: C8350934
Extension 8/10/09 through 1/31/13

Attached are nine (9) copies of an agreement between Oneida County through its Health Department and the New York State Division of Homeland Security and Emergency Services.

The goal of this contract is to support health emergency preparedness planning efforts to prepare for and respond to a health emergency. This contract has four objectives; to enhance awareness of emergency preparedness, prevention and response, to enhance sustainable homeland security training program, to enhance plans, procedure, and protocols and to enhance mass care shelter and alternative medical facilities operations.

We are in request of approval of this agreement as the New York State Division of Homeland Security and Emergency Services is extending the agreement from August 1, 2012 through January 31, 2013. Funding will remain the same, \$80,285.

Please note that the New York State Division of Homeland Security and Emergency Services requests original signatures and original notarization on all six (6) copies.

If this meets with your approval, please forward to the Board of Legislators. This program is not mandated by Public Health Law.

Should you have any questions regarding this agreement, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to be "Gayle D. Jones". The signature is fluid and cursive, written over a horizontal line.

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

ry

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

A handwritten signature in black ink, appearing to be "Anthony J. Picente, Jr.". The signature is written over a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 7/2/12

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Administration

NAME AND ADDRESS OF VENDOR: New York State Division of
Homeland Security and Emergency Services
State Office Building Campus – Building 7A
1220 Washington Avenue, Suite 610
Albany, New York 12242

SUMMARY OF STATEMENTS: The goal of this contract is to support health emergency preparedness planning efforts to prepare for and respond to a health emergency. This contract has four objectives; to enhance awareness of emergency preparedness, prevention and response, to enhance sustainable homeland security training program, to enhance plans, procedure, and protocols and to enhance mass care shelter and alternative medical facilities operations.

PREVIOUS CONTRACT YEAR: August 10, 2009 through August 9, 2011
TOTAL: \$80,285

THIS CONTRACT YEAR: August 10 2009 through January 31, 2013
TOTAL: \$80,285

NEW RENEWAL AMENDMENT

<u>FUNDING SOURCE:</u> A4010	\$80,285
Less Revenues: _____	-0-
Federal Funds:	\$80,285
County Dollars – Previous Contract	-0-
County Dollars – This Contract	-0-

Funding for this contract is provided by the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA).

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health
DATE: June 25, 2012

Please attach (6) six signed, notarized originals of this form to the Budget Amendment/Grant Extension (DHSES-55)
Please note: Each original signature requires an original notary.

APPENDIX X

Agency Code: 01077

Contract No.: C835094
Period: 08/10/2009 – 01/31/2013
Funding Amount for Period: \$80,285.00

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Homeland Security and Emergency Services, having its principal office at 1220 Washington Ave, State Office Campus, Building 7A, Suite 610, Albany, NY 12242 (hereinafter referred to as the STATE), and Oneida County (hereinafter referred to as the GRANTEE/CONTRACTOR), for modification of Contract Number C835094, as amended in attached: DHSES-55; Appendix B – Budget

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

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

GRANTEE SIGNATURE:

By: _____ Date: _____
Name: Hon. Anthony J. Picente Jr.
Title: County Executive, Oneida County

State of New York)
) ss.
County of _____)

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

On this ____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, that (s)he is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name thereto by like order.

(Notary)

STATE AGENCY SIGNATURE:

By: _____ Date: _____
Michele R. Wahrlich, Contracts Manager

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

STATE COMPTROLLER'S SIGNATURE:

Appendix B - Project Budget
Contract Period: 8/10/2009 - 1/31/2013

<u>DESCRIPTION</u>	<u>GRANT AMOUNT</u>	<u>MATCH AMOUNT</u>
Oneida County		
Consultant Services		
Consultant Services (public health incident command & community health emergency planning)	6,000.00	0.00
Consultant Services (update plans, procedures, and protocols)	40,000.00	0.00
	46,000.00	0.00
Equipment		
Retractable Extension Cords	240.00	0.00
Uninterruptible Power Supply	4,000.00	0.00
Portable Privacy Screens	1,410.00	0.00
Geospatial Information System (GIS)	12,151.00	0.00
Credentialing System	1,500.00	0.00
Emergency Preparedness Kits	800.00	0.00
	20,101.00	0.00
Supplies		
Supplies for Community Engagement Activities and Point of Distribution (POD) events (pens, paper, educational materials, folders, charts, pod kits and disaster preparedness items)	5,160.00	0.00
Supplies for Public Health Emergency Response and Preparedness Program (postage, paper, pens, notebooks, printing, binders, CDs, USBs, toners, post-its, flip charts & badges)	5,021.00	0.00
	10,181.00	0.00
Travel and Subsistence		
Training Expenses (attend DHS/OHS approved training)	1,263.00	0.00
	1,263.00	0.00
All Other Expenses		
Refreshments for Planning Meetings, Conferences and Training	1,500.00	0.00
Promotional/Advertising for Community Engagement Meetings (media, newspaper, radio, TV, posters, flyers)	1,060.00	0.00
Meeting Room Rentals for Community Engagement Activities	180.00	0.00
	2,740.00	0.00
Grant Total:	80,285.00	0.00

BUDGET AMENDMENT/GRANT EXTENSION
 FEDERAL FUNDS STATE FUNDS

1. GRANTEE: Oneida County 2. COUNTY Oneida 3. CONTRACT NUMBER: C835094

4. IMPLEMENTING AGENCY: Oneida Co. Health Department 5. DHSES NUMBER: WM09835094

6. TYPE OF REQUEST: BUDGET REALLOCATION BUDGET INCREASE BUDGET DECREASE GRANT EXTENSION START DATE WORK PLAN

7. PROJECT TITLE: FY09 Local Health Department 8. DATE OF REQUEST: June 5, 2012

9. DATE OF LAST APPROVED REQUEST: _____ 10. CONTRACT DURATION 08/10/09 TO 07/31/12 11. REQUESTED TERMINATION DATE 1/31/2013

12. REQUESTED BUDGET AMENDMENT _____ 11a. REQUESTED NEW START DATE _____

CATEGORY	A. APPROVED PROJECT BUDGET		* B. PROPOSED TRANSFER		C. REQUESTED NEW START DATE	
	STATE/FEDERAL	CASH/OTHER MATCH	STATE/FEDERAL	CASH/OTHER MATCH	STATE/FEDERAL	CASH/OTHER MATCH
A. PERSONNEL						
B. FRINGE BENEFITS						
C. CONSULTANTS	\$46,000.00				\$46,000.00	
D. EQUIPMENT	\$20,101.00				\$20,101.00	
E. SUPPLIES	\$6,181.00		\$4,000.00		\$10,181.00	
F. TRAVEL	\$5,263.00		-\$4,000.00		\$1,263.00	
G. RENT						
H. ALT & RENOVATIONS						
I. ALL OTHER	\$2,740.00				\$2,740.00	
TOTAL	\$80,285.00		\$0.00		\$80,285.00	\$0.00

13. AMENDMENT JUSTIFICATION (attach additional sheets if necessary): Grantee requesting a final extension for various reasons: Refining the scope of activities and the specific activities requiring consultant work; time account for county processes for posting RFPs; developing and approving contracts for selected contractor(s), all which also includes a budget amendment to reprogram funding from training expenses category. Expenditures to date total: \$10,300.00

14. This document is submitted as a request to modify current contract: _____ Grantee Signature Lisa A. Worden

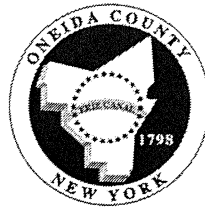
Program APPROVED _____ DENIED _____ APPROVED WITH CONDITIONS (SEE ATTACHED) _____

DHSES USE ONLY

Fiscal Title APPROVED _____ DENIED _____ APPROVED WITH CONDITIONS (SEE ATTACHED) _____

Program Title Beverly Riley, Program Representative

Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5725 ♦ Fax: (315) 798-6490
E-Mail: labor@ocgov.net



June 27, 2012

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

FN 20 12-300

GOVERNMENT OPERATIONS

Re: Nationwide Deferred Compensation Plan **WAYS & MEANS**

Dear Tony:

Nationwide Retirement Solutions presently provides administrative services to Oneida County employees for our Deferred Compensation 457 plan. The administrative services agreement expires July 31, 2012.

The Oneida County Deferred Compensation Committee met on June 14, 2012 and unanimously determined that it is in the best interest of plan participants and Oneida County to extend the current administrative agreement with Nationwide Retirement Solutions for one year, ending July 31, 2013. A copy of the Committee resolution recommending and authorizing the extension is attached.

Accordingly, as Chairman of the Deferred Compensation Committee I am respectfully requesting that you forward this resolution to the Board of Legislators and ask that they authorize approval of a one year contract extension.

There is no county cost.

Thank you for your consideration.

Sincerely,

John P. Talerico
Chairman, Deferred Compensation Committee

Cc: A Carvelli
T Keeler
G Amoroso

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

Anthony J. Picente, Jr.
County Executive

Date 7/2/12

Oneida Co. Department: Personnel

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Name of Proposing Organization:

Nationwide Deferred Compensation Plan

Title of Activity or Service:

Administrative Services to Oneida County Employees

Proposed Dates of Operation:

August 1, 2012 – July 31, 2013

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

To extend the current administrative agreement with Nationwide Retirement Solutions for one year; and to provide Administrative Services for all County Employees.

2) Program/Service Objectives and Outcomes:

Nationwide allows an employee to set aside a portion of earnings to help employees invest for their retirement.

3) Program Design and Staffing

Nationwide Deferred Compensation Plan is a tax-free account which allows employees to invest for retirement goals. Deferred compensation is a written agreement between an employer and an employee where the employee voluntarily agrees to have part of their compensation withheld by the company, invested on their behalf, and given to them at some pre-specified point in the future.

Total Funding Requested: \$0.00

Account # 1480

Oneida County Dept. Funding Recommendation:

No county dollars fees are paid by plan participates

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

Cost Per Client Served:

There is no County contribution.

Past Performance Data:

O.C. Department Staff Comments:

**Extension Agreement
Between
Oneida County
And
Nationwide Retirement Solutions
For
Administration of 457 Deferred Compensation Plan**

THIS IS AN EXTENSION to the existing Agreement currently in place for the Administration of the Oneida County (a municipal corporation having principal at 800 Park Avenue; Utica, NY 13501-2939) 457 Deferred Compensation Plan, administered by Nationwide Retirement Solutions (office at 5900 Parkwood Place, Dublin, Ohio 43016).

The parties hereto desire to extend the term of the Agreement from August 1, 2012 through July 31, 2013.

TERM OF AGREEMENT: Shall be from August 1, 2012 through July 31, 2013, unless terminated by one or both parties

TERMS AND CONDITION: All terms and provisions of the original contract will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

_____.

Oneida County Authorized Representative

Approved As To Form
ONEIDA COUNTY ATTORNEY
By Greg J. Amara

Date _____.

Keri S. Petras

Nationwide Retirement Solutions Inc.
Authorized Representative

Date 5-18-12 _____

ONEIDA COUNTY
WORKERS' COMPENSATION DEPARTMENT

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

PHONE: (315) 798-5688 FAX: (315) 798-5924

Michael L. Lally

Oneida County
Board of Legislators
Gerald J. Fiorini, Chairman

Workers' Compensation
Committee
Michael Waterman, Chairman

FN 20 12 - 301

July 10, 2012

GOVERNMENT OPERATIONS

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

WAYS & MEANS

Dear Chairman Fiorini:

Attached is the proposed 2013 Workers' Compensation Budget. I respectfully request that this proposed budget be referred to the Workers' Compensation and Ways and Means Committees for their consideration.

Sincerely yours,



Michael Waterman, Chairman
Workers' Compensation Committee

NL:ml

Att.



ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: *Messrs. Waterman, Leach*
2ND BY:

RE: PROPOSED WORKERS' COMPENSATION BUDGET FOR 2013

WHEREAS, The Oneida County Workers' Compensation Committee has filed a budget estimate for the operation of the Oneida County Self- Insurance Plan as hereinafter set forth for the year 2013, and

WHEREAS, It is desirable to authorize the County Comptroller and the Commissioner of Finance to establish in their accounts a budget estimate for the operation of the Oneida County Self-Insurance Plan, now, therefore, be it hereby

RESOLVED, That the following budget estimate for 2013 is hereby ordered to be placed upon the books of the County Comptroller and the Commissioner of Finance, and that the County Comptroller be, and hereby is, authorized to make payments from the respective accounts as hereinafter set forth upon inspection and examination by the Workers' Compensation Committee.

SUPPORT SCHEDULES

ASSESSMENTS TO COMPENSATION BOARD

IDP Section 151	\$ 18,230
Section 151	\$ 79,055
Section F60 VFD	\$ 19,050
Section 15-8 Second Injury	\$ 393,892
Section 25A Fund for Reopened Cases	\$ 170,373
Special Funds Conservation Committee	<u>\$ 9,428</u>
Total Assessments	\$ 690,028

COMPENSATION INDEMNITY AND MEDICAL CLAIMS EXPENSE

Estimated Indemnity and Medical Costs	\$4,360,079
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BUDGET APPROPRIATIONS

PROGRAM ADMINISTRATION AND SUPPORT

S1710.109	Salaries & Fringes	\$	66,718
S1710.195	Other Fees & Services	\$	241,213
S1710.416	Telephone	\$	531
S1710.418	Meter Postage	\$	323
S1710.455	Travel	\$	1,125
S1710.491	Other Materials & Supplies	\$	25
S1710.495	Other Expenses	\$	45
S1990.9	Contingent Account	\$	40,000
	Total Administrative Expense	\$	349,980

S1720.410	Indemnity & Medical	\$	4,360,079
S1720.412	Insurance & Bonding	\$	670
S1720.495	Other Expenses	\$	690,028
	Total Claims Expense	\$	5,050,777

TOTAL ADMINISTRATIVE & CLAIMS EXPENSES **\$ 5,400,757**

ESTIMATED REVENUES

S2222	Participant Assessments	\$	4,428,964
S2401	Interest Earnings	\$	15,500
S2701	Refund of Prior Years - Expenditures	\$	15,000
S2705	Revenues	\$	941,293

TOTAL ESTIMATED REVENUES **\$ 5,400,757**

RESOLVED, That the Oneida County Board of Legislators hereby approves and accepts the aforementioned Workers' Compensation Budget for 2013.

APPROVED: Workers' Compensation Committee
 Ways & Means Committee

DATED:

Adopted by the following vote:

AYES _____ NAYS _____ ABSENT _____