



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION October 10, 2012

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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[www.ocgov.net](http://www.ocgov.net)

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

for

MEMORIALIZING PETITION

READ & FILED

F.N. 2012-~~1~~-363

SPONSORS: PATRICK BRENNAN (R-3<sup>RD</sup>); HOWARD REGNER (R-2<sup>ND</sup>), GEORGE JOSEPH (R-10<sup>TH</sup>),

A MEMORIALIZING PETITION OPPOSING THE CLEAN WATER ACT DRAFT GUIDANCE PROPOSED BY THE ENVIRONMENTAL PROTECTION AGENCY.

WHEREAS, the Oneida County Board of Legislators of our natural resources, and recognizes the need to harmonize Municipal programs and services with the legislative intent and objectives of the Clean Water Act (CWA); and

WHEREAS, the CWA was not intended to protect ditches and other channels through which water flows intermittently nor was it intended to capture seeps, wet areas, isolated man-made ponds and other structures not currently subject to the CWA; and

WHEREAS, the Environmental Protection and Agency (EPA) and the United States Corps of Engineers (Corps) has developed draft guidance on Identifying Waters Protected by the Clean Water Act (draft guidance) to clarify the EPA and Corps' understanding and definition of the CWA that will inform all of EPA's regulatory programs and policy actions; and

WHEREAS, this draft guidance creates uncertainty, confusion and would now capture a significant number of public works activities and transportation infrastructure that will now be subject to the CWA and its costly and time-consuming permitting and regulatory protocols; and

WHEREAS, the draft guidance greatly expands the number of projects subject to jurisdictional determination or CWA permitting which do not currently require such oversight at great expense to the taxpayers of Oneida County with little, if any environmental benefit while diverting scarce resources from other programs that do provide environmental protection and conservation benefits; and

WHEREAS, the Oneida County believes that it is improper to so significantly change the scope of the Clean Water Act without Legislative authorization by the U.S. Congress or through the formal rulemaking process to allow public and stakeholder comments on this critically important and complex issue; and

NOW THEREFORE BE IT HEREBY RESOLVED, that the Oneida County Board of Legislators urges EPA and the Corps to withdraw the draft CWA guidance immediately, work collaboratively with states and local governments to enforce the current scope of the CWA while respecting the authority of state and local governments in ensuring the protection of our water resources; and

BE IT FURTHER RESOLVED, that the Oneida County Board of Legislators support any federal legislation consistent with the above recommendations and urges it Congressional and State representatives to intercede with EPA and request that EPA report to them on their response and adaptations regarding the aforementioned concerns; and

BE IT FURTHER RESOLVED, that a copy of this Resolution, suitably engrossed, should be transmitted to U.S. Senators Charles Schumer and Kirsten Gillibrand, U.S. House of Representative Richard Hanna, EPA Administrator Lisa Jackson, New York Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia Tenney, and EPA Region 2 Administrator Judith Enck.

2.

LEGISLATORS SUPPORTING PETITION

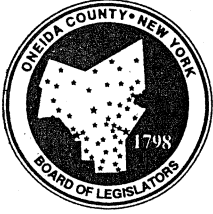
LEGISLATORS OPPOSING PETITION

Brian D. Miller  
 Gerald J. Tiron  
 Tom Sh...  
 Paul R. Paparellag  
 Norm Leach  
 David Wood  
~~Robert~~  
~~Michael~~  
 R...  
 James Rogers  
 Jack Allen  
 Patrick Brennan  
~~David~~  
 William Goodwin  
 Chad Dear  
 Harmony Speziale  
~~...~~  
~~...~~  
 James Miller  
 Joe Ann...  
 Edna P. Walsh  
 Bin March

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:

September 12, 2012



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501*  
*Work Phone: 798-5900 ♦ Home Phone: 337-9045*

September 13, 2012

FN 20 12 - 373

Board of Legislators  
800 Park Ave.  
Utica, NY 13501

## WAYS & MEANS

Honorable Members:

It has come to my attention that Local Law No. 1 of 2000, which provides for clearly displayed pricing of certain goods offered for sale at retail in Oneida County and for Scanner Accuracy Certifications, inadvertently expired on September 1, 2002. On advice of the County Attorney's office, I offer this curative local law to retroactively correct and cure the inadvertent expiration. I have been informed by the County Attorney's office that this curative local law will not impair any vested property rights, as all affected establishments have complied with Local Law No. 1 of 2000 during the time period in question.

The curative local law would extend the expiration date until September 1, 2013. I ask for your support in enacting this curative local law.

Sincerely,

Gerald J. Fiorini  
Chairman

**INTRODUCTORY  
NO.**

**F.N.**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:  
2ND BY:**

**RE: A LOCAL LAW CURING LOCAL LAW NO. 1 OF 2000, WHICH PROVIDES FOR CLEARLY DISPLAYED PRICING OF GOODS OFFERED FOR SALE AT RETAIL IN ONEIDA COUNTY, AND SCANNER ACCURACY CERTIFICATION**

Legislative Intent: Local Law No. 1 of 2000, which provides for clearly displayed pricing of goods offered for sale at retail in Oneida County and for Scanner Accuracy Certifications, inadvertently expired on September 1, 2002. The intent of this curative local law is to retroactively correct and cure the inadvertent expiration. This curative local law will not impair any vested property rights, as all affected establishments have complied with Local Law No. 1 of 2000 during the time period in question.

BE IT ENACTED by the Board of County Legislators of the County of Oneida, State of New York, as follows:

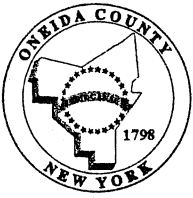
That Section 14 of Local Law No. 1 of 2000 shall be amended by the deletion of all matters that are in italics and *(parenthesis)* and the addition of all matters in bold and **underlined** as set forth below:

Section 14. EFFECTIVE DATE

This local law shall take effect upon filing with the Secretary of State in accordance with Section 20, 21 and 27 of the New York State Municipal Home Rule Law and shall remain in effect until the first day of September, *(2002)* **2013**.

This curative Local Law shall take effect in accordance with Sections 20, 21 and 27 of the Municipal Home Rule Law

6.



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

September 11, 2012

Oneida County  
Board of Legislators  
800 Park Ave.  
Utica, NY 13501

**FN 20** 12-365  
**ECONOMIC DEVELOPMENT  
& TOURISM**  
**WAYS & MEANS**



Honorable Members:

Pursuant to Article XX, Section 2002 of the Oneida County Charter and Section 6306 of the New York State Education Law, I submit to the Board of Legislators for their approval the appointment of Camille Tauroney Kahler to serve on the Mohawk Valley Community College Board of Trustees. The term for this appointment is for seven years effective immediately and to expire on June 30, 2019.

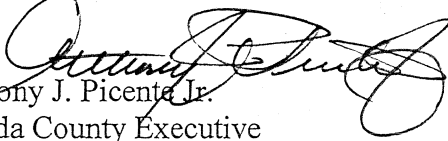
Ms. Kahler has an extensive legal background and has assisted a large number of community based enterprises including serving as a Director for the Utica First Insurance Company, a Director for the YWCA of the Mohawk Valley, a Trustee of Jervis Library and both a Director and the Chair of the Community Foundation of Herkimer and Oneida Counties, Inc.

It is my belief that Ms. Kahler's appointment to the MVCC Board of Trustees will provide the Board with an enhanced and diverse point of view in its governance of the community college.

I respectfully request that you approve of this appointment at your earliest convenience.

Thank you.

Very truly yours,

  
Anthony J. Picente Jr.  
Oneida County Executive

Cc: Randall Van Wagoner

7.

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

**For**

**MEMORIALIZING PETITION** **READ & FILED**

F.N. 2012-367

**SPONSOR(S): David J. Gordon**

**RE: RESOLUTION FULLY SUPPORTING AN ACT OF CONGRESS TO ELIMINATE ANY AND ALL FEES THAT ARE CHARGED BY ALL FINANCIAL INSTITUTIONS KNOWN PRIMARILY AS BANKS AND CREDIT UNIONS IN WHICH A FEE IS ASSESSED FOR RETURNED / UNPAID SERVICES KNOWN AS ACH'S/DRAFTS AND PAPER/ELECTRONIC CHECKS.**

**WHEREAS,** in these tough economic times it is relevant and pertinent for consumers to be protected against fees that occur from the result of having a lack of resources available to pay certain drafts from their accounts, and

**WHEREAS,** no service or financial protection is granted by the financial institution, and

**WHEREAS,** the financial institution has not furnished any financials to cover the drafts, and

**WHEREAS,** the people of the United States of America bailed out the banking industry and the banking industry should be bailing out the people, and

**WHEREAS,** the people of the United States of America need to be protected against "Bank Gouging", and

**WHEREAS,** the consumers of the United States of America need every penny they have in order to stimulate its economy.

**RESOLVED,** that the Oneida County Board of Legislators fully supports the proposal to end these fees, and

**RESOLVED,** that the Oneida County Board of Legislators implores the UNITED STATES CONGRESS to approve legislation that ELIMINATES ANY AND ALL FEES THAT ARE CHARGED BY ALL FINANCIAL INSTITUTIONS KNOWN PRIMARILY AS BANKS AND CREDIT UNIONS IN WHICH A FEE IS ASSESSED FOR RETURNED/UNPAID SERVICES KNOWN AS ACH'S/DRAFTS AND PAPER/ELECTRONIC CHECKS, and

**RESOLVED,** That the Clerk of the Board shall transmit copies of this memorializing petition to Congressman Richard Hanna (R-23), US Senator Charles Schumer (D-NY), Senator Tim Johnson, Chairman Senate Committee on Banking, Housing and Urban Affairs (D-SD), Senator Richard Shelby Ranking Member of the Senate Committee on Banking, Housing and Urban Affairs (R-AL), Senator Jack Reed (D-RJ), Senator Mike Crapo (R-ID), Senator Bob Corker (R-TN), Senator Robert Menendez (D-NJ), Senator Jim DeMint (R-SC), Senator Daniel K. Akaka (D-HI), Senator David Vitter (R-LA), Senator Sherrod Brown (D-OH), Senator Mike Johanns (R-NE), Senator Jon Tester (D-MT), Senator



Patrick J. Toomey (R-PA), Senator Herb Kohl (D-WI), Senator Mark Kirk (R-IL), Senator Mark R. Warner (D-VA), Senator Jerry Moran (R-KS), Senator Jeff Merkley (D-OR), Senator Roger F. Wicker (R-MS), Senator Michael F. Bennet (D-CO), Senator Kay Hagan (D-NC), United States Vice President Joe Biden, United States President Barack Obama.

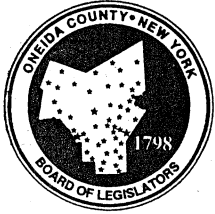
LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

~~Handwritten signatures and names in the 'LEGISLATORS SUPPORTING PETITION' column, including:~~  
~~L. A. Specials~~ ~~D-17~~  
~~Herold~~  
~~Frederic T. Germino~~  
~~Wilbur Johnson~~  
~~Chad Davis~~  
~~Ann Miller~~  
~~Phil Sacco~~  
~~1974~~  
~~James O. Tolson~~  
~~Handwritten signature~~  
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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: 9/12/12



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501*  
*Work Phone: 798-5900 ♦ Home Phone: 337-9045*

September 13, 2012

FN 20 12 - 373

Board of Legislators  
800 Park Ave.  
Utica, NY 13501

**WAYS & MEANS**

Honorable Members:

It has come to my attention that Local Law No. 1 of 2000, which provides for clearly displayed pricing of certain goods offered for sale at retail in Oneida County and for Scanner Accuracy Certifications, inadvertently expired on September 1, 2002. On advice of the County Attorney's office, I offer this curative local law to retroactively correct and cure the inadvertent expiration. I have been informed by the County Attorney's office that this curative local law will not impair any vested property rights, as all affected establishments have complied with Local Law No. 1 of 2000 during the time period in question.

The curative local law would extend the expiration date until September 1, 2013. I ask for your support in enacting this curative local law.

Sincerely,

Gerald J. Fiorini  
Chairman

**INTRODUCTORY  
NO.**

**F.N.**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:  
2ND BY:**

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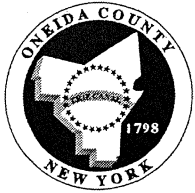
BE IT ENACTED by the Board of County Legislators of the County of Oneida, State of New York, as follows:

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This curative Local Law shall take effect in accordance with Sections 20, 21 and 27 of the Municipal Home Rule Law



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

October 9, 2012

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

FN 20 12-377  
**PUBLIC WORKS  
WAYS & MEANS**



Re: Public Hearing  
Capital Project HG449 - C/O Sauquoit Creek Pump Station & Forcemain – Planning & Design

Dear County Executive Picente:

The Department of Water Quality and Water Pollution Control is in the process of preparing the necessary documents to secure funding for the capital project listed above. EFC has notified the County that they now have funding for this portion of the project. Consequently, it is time to move forward with the bonding process.

Article 5-A, Section 268 of the County Law requires, among other things, that a public hearing be held by the Board of Legislators to consider the improvements that will be made by the capital project in question. This public hearing is required before the Board can consider a bonding resolution for the project. The Board must pass the attached resolution establishing the public hearing to continue the funding process.

I have calculated estimated cost of the project on annual basis for the average Sewer District ratepayer to be approximately \$3.00 for HG449 per year using the conservative assumption that the annual debt service translates directly to the sewer rate. Normally, this is a worst case assumption as debt service is part of the total Department budget and the sewer rate is derived from considering all expenses and revenues that affect the entire budget.

I would appreciate consideration of this request by you and Board of Legislators so that the legislation could be acted upon during the November 14<sup>th</sup> meeting. This would allow the public hearing to be held prior to the board meeting on November 28<sup>th</sup>. I am available to meet with you or the Board at your convenience to discuss this request and explain the project in more detail.

Thank you for you consideration in this matter.

Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

Cc: Brian D. Miller, Chairman-DPW Committee  
Joseph J. Timpano, Comptroller

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 10/8/12



ORRICK

September 17, 2012

VIA E-MAIL (jtimpano@ocgov.net)

Mr. Joseph J. Timpano  
County Comptroller  
County of Oneida  
County Office Building  
800 Park Avenue  
Utica, NY 13501

Re: County of Oneida, New York  
Oneida County Sewer District  
Orrick File: 42439-2-37

Dear Joe:

In accordance with your request, I have drafted and enclose herewith the form of resolution calling for the public hearing. Notice of such hearing must be published at least ten days prior to the date of the hearing. Please let me know if the cost will be allocated to only a portion of the District. If this is the case, we will have to indicate the zone or zones to which such costs will be allocated.

When available, we look forward to being provided with the following:

1. A certified copy of the enclosed resolution calling for the public hearing.
2. An affidavit of publication of the notice of public hearing.

With best wishes,

Very truly yours,

*Tom*

Thomas E. Myers

/es

cc: Ms. Sheryl Brown (sbrown@ocgov.net)  
Mr. John C. Shehadi (jshehadi@fiscaladvisors.com)

ORRICK, HERRINGTON & SUTCLIFFE LLP  
51 WEST 52<sup>ND</sup> STREET  
NEW YORK, NY 10019-6142

tel 212-506-5000

fax 212-506-5151

WWW.ORRICK.COM

Thomas E. Myers  
(212) 506-5212  
tmyers@orrick.com

\_\_\_\_\_  
 Motion Made By \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF  
 CONSIDERING PROPOSED IMPROVEMENTS FOR THE ONEIDA  
 COUNTY SEWER DISTRICT

WHEREAS, it is proposed that the County establish improvements to the Oneida County Sewer District to fix various problems concerned with the wet weather overflows from the Sauquoit Creek Pumping Station in order to comply with a Consent Order issued by the State of New York Department of Environmental Conservation; and

WHEREAS, it is now proposed to authorize forcemain-planning and design, at a maximum estimated cost of \$3,000,000; and

WHEREAS, it is now desired to call a public hearing thereon; now therefore, BE IT

RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. A meeting of the County Legislature, the County of Oneida, New York, to be held at the County Office Building, in Utica, New York, in said County, on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, at \_\_\_\_\_ o'clock P.M., prevailing time, for the purpose of conducting a Public Hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published and posted in the manner provided by law.

Section 2. The Clerk of the Legislature is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the following form:

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County Legislature of the County of Oneida, New York, will meet at the County Office Building, in Utica, New York, in Oneida, New York, on \_\_\_\_\_, 2012, at \_\_\_\_ o'clock \_\_.M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed increase and improvement of the facilities of the Oneida County Sewer District in said County, consisting of forcemain-planning and design for improvements to the Oneida County Sewer District to fix various problems concerned with the wet weather overflows from the Sauquoit Creek Pumping Station at a maximum estimated cost of \$3,000,000. The estimated annual cost to the typical property owner in said Sewer District as a result thereof is \$3 for a single family home and \$5 for a two family home.

Dated: Utica, New York,  
\_\_\_\_\_, 2012.

BY ORDER OF THE COUNTY  
LEGISLATURE OF THE COUNTY  
OF ONEIDA, NEW YORK

---

Clerk, County Legislature

Section 4. This resolution shall take effect immediately.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_



CERTIFICATION FORM

STATE OF NEW YORK )
) ss.:
COUNTY OF ONEIDA )

I, the undersigned Clerk of the County Legislature of the County of Oneida, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the 10th day of October, 2012.
2) That such meeting was a special regular (circle one) meeting.
3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5) That all members of the Board of the Issuer had due notice of said meeting.
6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7) That notice of said meeting (the meeting at which the proceeding was adopted) was caused to be given PRIOR THERETO in the following manner:

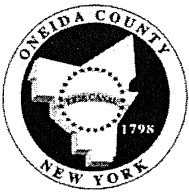
PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this \_\_\_\_ day of October, 2012.

(CORPORATE SEAL)

Clerk, County Legislature



**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

**GREGORY J. AMOROSO**  
COUNTY ATTORNEY

FN 20 12-378

October 3, 2012

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

**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**



Re: Oneida County Tourism

Dear Mr. Picente:

Enclosed is proposed updated contract with the Convention and Visitor Bureau d/b/a Oneida County Tourism to promote tourism for another year, from October 1, 2012 through September 30, 2013. As discussed, the contract term is for one year. Ms. Blazosky requested a longer term, and that can certainly be considered upon expiration of this proposed contract.

Otherwise, the contract is the same as last year's. If you approve, please forward to the Board for its consideration.

Very truly yours,

*Harris J. Samuels*  
Harris J. Samuels  
Assistant County Attorney

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

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

Date 10/4/12

Oneida Co. Department: Law

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

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

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Convention and Visitors Bureau for Oneida County

**Title of Activity or Service:** Promote and market Oneida County as a visitor destination and also as a site for meetings and conventions

**Proposed Dates of Operation:** 10/01/2012 to 9/30/2013

**Client Population/Number to be served:** All residents and visitors of Oneida County

**Summary Statements**

**1. Narrative Description of Proposed Services**

2. Promote and market Oneida County as a visitor destination and also as a site for meetings and conventions

**3. Program/Service Objectives and Outcomes:** Increased tourism

**4. Program Design/Staffing:**

**Total Funding Requested:** N/A      **Account:** N/A

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal/State/County)**

**Cost per Client Served:**

**Past Performance Data:**

**OC Department Staff Comments:**

## AGREEMENT

THIS AGREEMENT, made this          day of                                  , 2012 between  
the

COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business in the City of Utica, County of Oneida, New York, hereinafter referred to as the "County", and the

CONVENTION & VISITORS BUREAU FOR ONEIDA COUNTY, INC., d/b/a Oneida County Tourism, a not-for-profit corporation organized under the laws of the State of New York, with its principal office located at P.O. Box 551, Utica, New York 13503-0551, hereinafter referred to as the "Bureau".

WHEREAS, the Bureau is a not-for-profit corporation, located within the County of Oneida, formed for the purpose, among others, of developing and promoting tourism in Oneida County, and

WHEREAS, tourism is a major local industry having a significant economic impact on commerce in Oneida County, and

WHEREAS, the County is desirous of having the Bureau actively promote and market Oneida County as a visitor destination, and also as a site for meetings and conventions, and

WHEREAS, Section 224 of the County Law authorizes the County to enter into such a contract and the Board of County Legislators of the County of Oneida, by Resolution \_\_\_\_ of 2012, authorizes the County Executive to sign such contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. The Bureau shall partner with Oneida County to actively promote and market

local and regional attractions and facilities located in and around Oneida County, for the purpose of encouraging people to visit Oneida County, thus contributing to the economic impact of tourism and visitors in our communities.

2. The Bureau shall consult and collaborate with the Oneida County Board of Legislators, other area officials, tourism industry representatives, business leadership and others so as to enhance commerce in Oneida County through convention and tourism marketing activities.

3. The Bureau shall operate the Information Center at Exit 31 of the New York State Thruway. This Information Center shall be open to the public as follows:

July 1 - August 31.....9:00 AM - 7:00 PM, Monday - Sunday

Sept 1 - June 30.....9:00 AM - 5:00 PM, Monday - Friday  
10:00 AM - 6:00 PM, Saturday - Sunday

However, the Information Center shall be closed on the following holidays: Christmas Day, New Years Day, Thanksgiving Day and Easter.

Information Center programs shall include: attraction and event brochures and promotional literature; travel directions and personalized services when needed and appropriate; assistance in locating overnight lodging; a clean rest stop with accessible washrooms; and additional services required of visitors and travelers entering Oneida County.

4. The Bureau shall conduct the following programs and activities:

- \* Attendance and participation in travel related shows and displays;
- \* Promotion of Oneida County as a site for meetings and conventions;
- \* Assistance of meeting planners;
- \* Operation of visitors information displays;
- \* Support and promotion of motor coach programs attracting visitors to Oneida County;
- \* Management of the NYS Matching Funds Program in Oneida County;
- \* Collaboration with other tourism/visitor-related organizations, including an annual contribution to the Central New York Region;

- \* Preparation of materials for use in promoting tourism, encouraging visitors, attracting meetings/conventions, and marketing Oneida County as a visitor destination;
- \* Conduct a Bureau membership program; and
- \* Other activities contributing to accomplishing the mission and purposes of the Bureau.

5. The Bureau shall periodically prepare a strategic vision and marketing/promotional plan of action relating to Bureau activities. Such a Plan shall include provisions for measuring the outcomes of Bureau activities and programs, and reporting such information to the community.

6. In accordance with Section 12 of Local Law #3 of 1993, the net revenue of the Oneida County Occupancy Tax shall be paid to the Bureau by the County in order to enable the Bureau to carry on the above-described activities commencing October 1, 2012 through September 30, 2013.

7. The Bureau shall file with the Clerk of the Oneida County Board of Legislators, the Oneida County Comptroller, and the Oneida County Commissioner of Finance, a budget of expenditures and receipts for the period of October 1, 2012 through September 30, 2013.

8. The Bureau hereby agrees that it will refund all funds in the Cash and Cash Equivalent accounts at the end of the contract period to the Oneida County Commissioner of Finance no later than three months after the end of the contract period except that the Bureau shall be entitled to keep a \$50,000 cash reserve, any legally or contractually dedicated funds it may be holding, and funds being reserved for capital purposes in amounts necessary for that purpose. The Bureau shall submit to the Commissioner of Finance at the end of such contract period a complete list which specifies all such dedicated and reserved funds.

9. At such time as this contract, and any renewals thereof, shall expire and the

Bureau shall cease performing the activities for the County as described herein, the Bureau's assets shall become County property, and the Bureau shall cooperate in changing title to such assets.

10. The Bureau shall indemnify and hold harmless the County and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to persons or property of whatever kind or nature as a result of furnishing the services provided for in this Agreement.

11. This Agreement shall become effective as of October 1, 2012 and shall terminate September 30, 2013.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the days and year first above written.

**COUNTY OF ONEIDA**

By \_\_\_\_\_  
ONEIDA COUNTY EXECUTIVE

**CONVENTION & VISITORS BUREAU FOR  
ONEIDA COUNTY, INC.**

By Kelly Blazosky

Approved as to form  
Oneida County Attorney

Harris J. Samuels  
HARRIS J. SAMUELS, ESQ.

## ADDENDUM

THIS ADDENDUM, entered into on this \_\_\_ day of \_\_\_\_\_, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

**1. Executor or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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



**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  - 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
  
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
  - 1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  - 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
    - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.



**14. Prohibition on Purchase of Tropical Hardwoods.**

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

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

**Contractor**

By: \_\_\_\_\_

Oneida County Executive

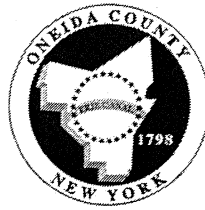
By: Kelley Blazosky  
Name: Oneida County  
Tourism

Approved as to Form only

Harold Saul

Oneida County Attorney

Anthony J. Picente Jr.  
County Executive



John P. Talerico  
Commissioner

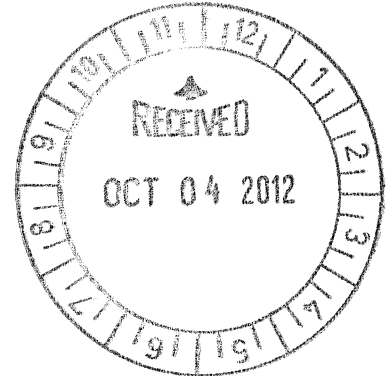
**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

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

October 1, 2012

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

FN 20 12-379  
GOVERNMENT OPERATIONS  
WAYS & MEANS



Dear County Executive Picente:

This letter is to request the addition of the title Paralegal Assistant II Grade W 27 (\$32,231) to the Oneida County Classification plan. A draft job specification is attached for your review. The title is in the Civil Service Competitive Class.

County Attorney Amoroso has expressed concern regarding the ability to recruit and retain Paralegal professionals. The addition of Paralegal Assistant II to our Classification Plan will provide promotional opportunity within the Departments that employ Paralegal Assistants. The additional opportunity will allow for retention of staff that has acquired knowledge, skills and ability in the area Law. I am not asking that a position be created only that the title be added to our Classification Plan.

Therefore, I am respectfully requesting that you forward to the Oneida County Board of Legislators my request to add Paralegal Assistant II to the Oneida County Classification Plan.

Thank you for your prompt attention to this matter.

Sincerely,

Handwritten signature of John P. Talerico.  
John P Talerico  
Commissioner

CC: G Amoroso

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

Handwritten signature of Anthony J. Picente Jr.  
Anthony J. Picente Jr.  
County Executive

Date 10/1/12

**TYPICAL WORK ACTIVITIES:** continued

- Maintains close contact with local and State Police agencies, Probation, and Sheriff's Office to insure complete communication and coordination of information on cases;
- Composes and prepares correspondences applying a knowledge of department operations and regulations;
- Prepares bid contracts for purchase of supplies and materials;
- Prepares proposed juvenile delinquency program proposals with assistance of staff attorneys;
- Prepares drafts of motions and responses to motions, takes complaints, determines status of cases and responds to inquiries;
- Informs Department of court decisions and returns files to the appropriate unit;
- Assists in the preparation for hearings and trials by coordinating conferences, appointment times for witnesses, gathering of evidence, interviewing witness, issuing subpoenas; etc.;
- Analyzes and promulgates procedures and methods of presentation to be used by State Policy, Sheriff's Office, Village, Town and City Policy Departments concerning Juvenile Delinquency Petitions and PINS Petitions and to thoroughly coordinate all such activities between such staffs and the County Attorney's office and the Family Court;
- May coordinate and monitor juvenile delinquent services for the county including integration with state programs and representatives;
- May file pleadings with court clerk;
- May act as law librarian, keeping and monitoring legal volumes and ensuring legal volumes are up-to-date.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Thorough knowledge of the methods and techniques of legal research; good knowledge of legal instruments and documents; good knowledge of legal terminology; good knowledge of police routines and court routines and procedures; ability to conduct legal research; ability to verbally express facts in a concise manner; ability to follow complex oral and written instructions; ability to read and analyze legal materials, including court cases and opinions; ability to prepare legal documents appropriate to a municipal law office; ability to deal with highly confidential and sensitive cases and material; ability to plan and supervise the work of others, if a component of the position; initiative; resourcefulness; good judgment.

**DRAFT**

continued...

Civil Division: Oneida County Government  
Jurisdictional Class: Competitive  
EEO Category: Paraprofessionals  
Adopted: xx/xx/xx

**DRAFT**

## PARALEGAL ASSISTANT II

**DISTINGUISHING FEATURES OF THE CLASS:** This position is paralegal work of a complex nature, involving performance of a variety of paralegal duties in a county department or other local municipal office. The incumbent is responsible for performing tasks, that while not requiring the skills of an attorney, nevertheless, entail the application of limited legal procedures and research techniques, to facilitate the preparation and checking of legal documents and matters for litigation. Depending upon the department or municipality involved, the incumbent's specific duties may vary within the broad framework of paralegal skills. This position differs from Paralegal Assistant in the complexity of duties performed and in the degree of responsibility. Work is performed under general supervision in accordance with the specific policies and objectives of the department or office that assigns the work and projects. Supervision may be exercised over the work of Paralegal Assistants and/or others depending on the assignment. The incumbent performs related work as required.

### **TYPICAL WORK ACTIVITIES** (Illustrative Only)

- Researches law, and analyzes law sources such as statutes, recorded judicial decisions, legal articles, etc.;
- Prepares legal documents such as briefs, pleadings, appeals, notices, contracts, deeds, tax foreclosures, closing papers, and binders, tax sales, etc. for review, approval, and use;
- Incorporates legal references and includes an analysis of precedents involved in relation to the case of matter under discussion;
- Searches legal reference files and other sources for information and data required by the Attorney concerned in conducting interviews and answering correspondence;
- Prepares and types petitions, condemnation proceedings, affidavits, renewal contracts and legal notices for a department or municipality;
- Reviews juvenile delinquency petitions received from the County Probation Department and makes necessary follow-up with complaining agencies;
- Arranges for appointments and execution of juvenile delinquency petitions;
- Prepares resolutions and local law draft for review and passage by the legislative body;
- Assembles exhibits, affidavits, legal documents, etc., for the use of attorneys in the preparation for trial of cases, and collects any additional information which is needed;
- Prepares supporting depositions and affidavits based on statement taken from petitioners and witnesses;
- Assists with preparation of standardized forms concerning extradition, return of bail and other proceedings ancillary to prosecution of criminal cases;
- Verifies citations in briefs, memos and opinions, rechecks the accuracy of cites cases;
- Assists in the preparation of cases by identifying and interviewing prosecution witnesses, police officers, victims, and coroners, and takes appropriate steps to insure that priority is given to cases in local courts and Grand Jury motions and trials;

continued...

MINIMUM QUALIFICATIONS: Either:

- (A) Graduation from a regionally accredited or New York State registered two year college or university with an Associate's Degree in paralegal studies **AND** three (3) years of experience as a paralegal assistant, legal secretary or closely related work in a law office which shall have involved drafting motions, contracts, and doing legal research; **OR**
- (B) Possession of a Certificate in Paralegal Studies\* from a program accredited by the New York State Education Department **AND** three (3) years of experience as a paralegal assistant, legal secretary or closely related work in a law office which shall have involved drafting motions, contracts, and doing legal research; **OR**
- (C) Graduation from high school or possession of a high school equivalency diploma **AND** five (5) years of experience as a paralegal assistant, legal secretary or closely related work in a law office which shall have involved drafting motions, contracts, and doing legal research.

**NOTE:** Verifiable part-time experience as described in (A) above will be pro-rated toward meeting full-time experience requirements.

**\*Substitution:** Completion of one (1) year of law school from a regionally accredited or New York State registered college or university may be substituted for a Certificate in Paralegal Studies.

Adopted: xx/xx/xx

**DRAFT**

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

October 2, 2012

FN 20 12 380

Mr. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Ave.  
Utica, N.Y. 13501

GOVERNMENT OPERATIONS

**WAYS & MEANS**

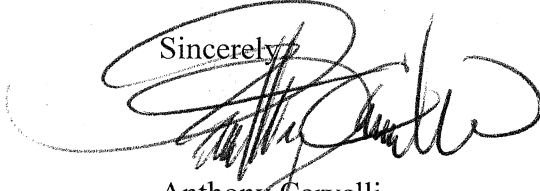
Dear Mr. Picente:

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

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

<u>NUMBER</u>		<u>AMOUNT</u>
8	REFUNDS	\$ 4,042.01
6	CORRECTIONS	\$ 5,800.47

Sincerely,



Anthony Carvelli  
Commissioner of Finance

AC:kp  
Enclosure



ERROREOUS ASSESSMENTS									
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT TO ADJUST	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"
Kirkland	2012	Joshua M. Richardson	4089 315.019-2-3 QE			\$ 1,642.29	\$ 318.48	\$ 1,323.81	\$ -
Kirkland	2011	Joshua M. Richardson	4089 315.019-2-3 QE			\$ 1,857.57	\$ 326.31	\$ 1,531.26	\$ -
Kirkland	2010	Joshua M. Richardson	4089 315.019-2-3 QE			\$ 1,829.45	\$ 335.02	\$ 1,494.43	\$ -
Remsen	2011	Jeffrey & Barbara Sauter	5289 104.000-1-25.8 TV			\$ 2,785.13	\$ 1,453.16	\$ 1,331.97	\$ -
Remsen	2010	Jeffrey & Barbara Sauter	5289 104.000-1-25.8 TV			\$ 732.53	\$ 382.20	\$ 350.33	\$ -
Vernon	2012	John A. & Carol P. Wight	6089 323.000-2-3.19 TW			\$ 2,838.19	\$ 429.39	\$ 2,408.80	\$ -
Vernon	2011	John A. & Carol P. Wight	6089 323.000-2-3.19 TW,			\$ 2,662.72	\$ 402.85	\$ 2,259.87	\$ -
Vernon	2010	John A. & Carol P. Wight	6089 323.000-2-3.19 TW			\$ 2,608.23	\$ 394.60	\$ 2,213.63	\$ -
Camden	2012	Daniel Carver	3089 109.000-2-60.3 QN	\$ 752.73	\$ 752.73			\$ -	\$ -
Camden	2012	Bruce J. Brown	3089 109.000-2-60.4 RJ	\$ 424.27	\$ 424.27			\$ -	\$ -
Remsen	2012	Jeffrey & Barbara Sauter	5289 104.000-1-25.8 TV	\$ 4,948.95	\$ 3,426.64			\$ 1,522.31	\$ -
Vernon	2012	Deborah Esch	6089 334.004-2-25 QU	\$ 849.20	\$ 198.85			\$ 650.35	\$ -
Vernon	2011	Deborah Esch	6089 334.004-2-25 QU	\$ 904.25	\$ 206.86			\$ 697.39	\$ -
Vernon	2010	Deborah Esch	6089 334.004-2-25 QU	\$ 1,020.00	\$ 791.12			\$ 228.88	\$ -
				TOTAL:	\$ 5,800.47		\$ 4,042.01		



# ONEIDA COUNTY EMERGENCY COMMUNICATIONS

Anthony J. Picente., County Executive  
120 Base Rd. Oriskany, NY 13424

Kevin W. Revere, Director  
(315)765-2526 Fax (315) 765-2529

FN 20 12-381



September 20, 2012

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

**PUBLIC SAFETY  
WAYS & MEANS**

Re: Contract with NYS Department of Homeland Security, FY '12

Dear County Executive Picente,

Attached is a copy of a grant award letter, application and an email stating approval of a NYSDHSES grant, effective from September 1, 2012 through August 31, 2014. It covers costs of some needed radio equipment, continuation of the "iamresponding" program used by all fire departments in Oneida County, and a MPLS computer system for law enforcement. The total award for Oneida County is \$214,00. The Department of Emergency Services' portion of this grant is \$160,500 with the remaining amount awarded to the Sheriff's Department.

I request that you seek approval from the Board of Legislators for this grant, and that a separate capital account be created for Emergency Services NYSDHSES Grant FY '12. Please note that NYSDHSES has modified their process and now requires electronic signature for all grants.

If you have any questions please contact me.

Sincerely,

Kevin Revere  
Director

Cc: Tony Carvelli, Finance  
Tom Keeler, Budget

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

Anthony J. Picente, Jr.  
County Executive

Date 10/2/12

Oneida Co. Department Emergency Services

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

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

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

**Oneida County Board of Legislators**

**Contract Summary**

**Name of Proposing Organization:** New York State Office of Homeland Security and Emergency Services

**Title of Activity or Services:** Contract

**Proposed Dates of Operations:** 9/1/12-8/31/14

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

**SUMMARY STATEMENTS**

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

Communications equipment, software, development of CEMP

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

Updated computer system, communications equipment and CEMP

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

N/A

**Total Funding Requested:** \$160,500

**Oneida County Dept. Funding Recommendation:**

**Proposed Funding Source (Federal \$ /State \$ / County \$):** No cost to the county

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

**Past performance Served:** N/A

**O.C. Department Staff Comments:** Ongoing DHS funding

<p><u>STATE AGENCY</u>                  New York State Division of Homeland Security and Emergency Services                  1220 Washington Avenue                  Building 7A Suite 710                  Albany, NY 12242</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C972020                  (Contract Number)   <u>ORIGINATING AGENCY CODE:</u> 01077</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name &amp; Address)                  Oneida County                  800 Park Avenue                  Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> WM2012 SHSP  <u>CFDA NUMBER:</u> 97.067  <u>DHSES NUMBERS:</u> WM12972020</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460  <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000  <u>SFS VENDER NO:</u> 1000002595</p>	<p><u>INITIAL CONTRACT PERIOD:</u>                  FROM 09/01/2012 TO 08/31/2014  <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$160,500.00</p>
<p><u>STATUS:</u>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable)</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u>                  [Redacted Box]                  (Enter number of Exempt)                  if "Exempt" is entered above, reason for exemption.  <u>0 - not exempt</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services                  BY: , Date:  <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".                  GRANTEE:                  BY: Hon. Anthony J. Picente jr., County Executive Date:</p>	
<p><u>ATTORNEY GENERAL'S SIGNATURE</u>                  _____                  Title: _____                  Date: _____</p>	<p><u>COMPTROLLER'S SIGNATURE</u>                  _____                  Title: _____                  Date: _____</p>

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

**Award Contract**

**SHSP**

**Project No.**

**Grantee Name**

SH12-1029-D00

Oneida County

09/19/2012

**Award Contract**

SHSP

**Project No.**

SH12-1029-D00

**Grantee Name**

Oneida County

09/19/2012

## APPENDIX A

## STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of

all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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



shall control.

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

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

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245

Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

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

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

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

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December, 2011

Certified by - on

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

SH12-1029-D00

**Grantee Name**

Oneida County

09/19/2012

## 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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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.

Revised 02/26/2010

Certified by - on

**Award Contract**

**SHSP**

**Project No.**

**Grantee Name**

SH12-1029-D00

Oneida County

09/19/2012

**Budget Summary by Participant**

Oneida County

Oneida County Emergency Services - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnel to conduct planning activities	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Total				\$20,000.00	\$20,000.00	\$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Interoperable communications equipment (mobile or portable radios)	06CP-01-MOBL	1	\$13,500.00	\$13,500.00	\$13,500.00	\$0.00
2	Data exchange system	13IT-00-DEXC	1	\$55,000.00	\$55,000.00	\$55,000.00	\$0.00
Total					\$68,500.00	\$68,500.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Service fee for web-based dispatch system	1	\$72,000.00	\$72,000.00	\$72,000.00	\$0.00
Total				\$72,000.00	\$72,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$160,500.00	\$160,500.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$160,500.00	\$160,500.00	\$0.00

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

SH12-1029-D00

Oneida County

09/19/2012

## 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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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

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

Revised 02/26/2010

Certified by - on

**Award Contract**

SHSP

**Project No.****Grantee Name**

SH12-1029-D00

Oneida County

09/19/2012

**Work Plan****Goal**

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

**Objective #1**

G & T Workplan Code - 23. Develop/enhance plans, procedures, and protocols.

Investment Justification - Emergency Management

**Target Capability**

Primary - Planning

Develop/enhance plans, procedures, and protocols. (7.1, 7.2, 7.3)

**Task #1 for Objective #1**

Conduct allowable planning activities related to homeland security initiatives.

**# Performance Measure**

- 1 Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction.

**Objective #2**

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Interoperable Communications and Emergency Alerting

**Target Capability**

Primary - Communications

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

**Task #1 for Objective #2**

Purchase allowable interoperable communications equipment and web-based dispatch system. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

**# Performance Measure**

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

**Objective #3**

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

Investment Justification - Information-Sharing and Dissemination

**Target Capability**

Primary - Intelligence/Information Sharing and Dissemination

Enhance capabilities to respond to all-hazards events. (3.4)



**Task #1 for Objective #3**

Purchase allowable Data Exchange System equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

**# Performance Measure**

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

**Award Contract**

SHSP

**Project No.****Grantee Name**

SH12-1029-D00

Oneida County

09/19/2012

**Special Conditions****I. ALL GRANT FUNDS:****A. Permissible Use of Funding**

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

**B. Record Requirements**

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

**C. Equipment Purchases**

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the 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 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.

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.dhse.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.

**Grant Application**

**SHSP**

**Project No.**

SH12-1029-D00

**Grantee Name**

Oneida County

09/19/2012

**Project Title: FY12 State Homeland Security Program**

**Contacts**

Mr. Anthony Carvelli  
 Commissioner of Finance  
 800 Park Avenue  
 Utica, NY 13501  
 Phone:(315) 798-5750, Ext: Fax:(315) 798-5242  
 Email:acarvelli@ocgov.net

Hon. Anthony J. Picente jr.  
 County Executive  
 800 Park Avenue  
 Utica, NY 13501  
 Phone:315-798-5800, Ext: Fax:315-798-2390  
 Email:apicente@ocgov.net

Mr. Kevin Revere  
 Director  
 120 Base Road  
 Oriskany, NY 13424  
 Phone:315-765-2526, Ext: Fax:  
 Email:krevere@ocgov.net

Mr. Gerald Pedersen  
 Deputy Director  
 120 Base Rd  
 Oriskany, NY 13424  
 Phone:315-765-2522, Ext: Fax:  
 Email:glpedersen@ocgov.net

Project Start: 09/01/2012  
 Project End: 08/31/2014  
 Project Period: Years 2 Months 0  
 Submission Date: 08/29/2012

EIN:  
 15-6000460  
 Municipality No:  
 300100000 000  
 Dun & Bradstreet No:  
 010781409  
 Charities Registration No:

Not For Profit  
 Sectarian Entity

County:  
 Oneida  
 Region:  
 Mohawk Valley

**BUDGET SUMMARY**  
 Grant Funds: \$160,500.00 100.00%  
 Matching Funds: \$0.00 0.00%  
 Total Funds: \$160,500.00

**Grant Application**

SHSP

**Project No.**

SH12-1029-D00

**Grantee Name**

Oneida County

09/19/2012

**Summary Description of Project**

To maintain core response capabilities through the continuation of lamresponding, a program that was implemented to replace mass texting and other efficient methods of callback procedures. Through this new technology first responders are able to notify public safety telecommunications (PSTs) of their status and PSTs can then see what type of personnel are responding to certain fire calls. The MPLS is a privately managed network by Northland Communications that will allow various public safety agencies (Utica PD, Rome PD, District Attorney's Office) to communicate and share information more effectively, improving interoperability. The consultant that will maintain the CEMP will also update other disaster plans as necessary. The update of these plans are integral to having actionable plans in times of disasters, both man made and natural. The radio interoperability equipment is being purchased to strengthen interoperability amongst first responders and between responders and public safety telecommunications.

**Federal Program Purpose Area**

Program Purpose Code	Description
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**Participants**

Participant Name	Type	Comments
Oneida County	Grantee	

**Contacts for Oneida County**

Contact Name	Type	Phone
Mr. Anthony Carvelli	Fiscal	(315) 798-5750
Hon. Anthony J. Picente jr.	Signatory	315-798-5800

Participant Name	Type	Comments
Oneida County Emergency Services	Implementing Agency	

**Contacts for Oneida County Emergency Services**

Contact Name	Type	Phone
Mr. Kevin Revere	Primary	315-765-2526
Mr. Gerald Pedersen	Secondary	315-765-2522

**Grant Application**

SHSP

**Project No.**

SH12-1029-D00

**Grantee Name**

Oneida County

09/19/2012

**Work Plan**

**Goal:**

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

**Objective #1**

G & T Workplan Code - 23. Develop/enhance plans, procedures, and protocols.

Investment Justification - Emergency Management

Target Capability

Primary - Planning

Develop/enhance plans, procedures, and protocols. (7.1, 7.2, 7.3)

**Task #1 for Objective #1**

Conduct allowable planning activities related to homeland security initiatives.

**# Performance Measure**

1	Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction.
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**Objective #2**

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Interoperable Communications and Emergency Alerting

Target Capability

Primary - Communications

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

**Task #1 for Objective #2**

Purchase allowable interoperable communications equipment and web-based dispatch system. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

**# Performance Measure**

1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced interoperable communications and dispatch capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.
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**Objective #3**

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

Investment Justification - Information-Sharing and Dissemination

Target Capability

Primary - Intelligence/Information Sharing and Dissemination

Enhance capabilities to respond to all-hazards events. (3.4)

**Task #1 for Objective #3**

Purchase allowable Data Exchange System equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

**# Performance Measure**

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

**Grant Application**

**SHSP**

**Project No.**

**Grantee Name**

SH12-1029-D00

Oneida County

09/19/2012

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**Specific Questions**

**Question #1**

Have you completed the Local Application Worksheet and attached it to this E-Grants Application? Yes/No

**Answer**

**Question #2**

**Answer**

**Question #3**

**Answer**

**Question #4**

**Answer**

**Question #5**

**Answer**



**Grant Application**

SHSP

**Project No.**

**Grantee Name**

SH12-1029-D00

Oneida County

09/19/2012

**Budget Summary by Participant**

Oneida County  
Oneida County Emergency Services - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnel to conduct planning activities	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Justification: To hire temporary personnel to work on planning activities which include updating of the Comprehensive Emergency Plan (CEMP).						
Total				\$20,000.00	\$20,000.00	\$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Interoperable communications equipment (mobile or portable radios)	06CP-01-MOBL	1	\$13,500.00	\$13,500.00	\$13,500.00	\$0.00
Justification: Purchase mobile and portable radios along with accessories for interoperable communications between first responders.							
2	Data exchange system	13IT-00-DEXC	1	\$55,000.00	\$55,000.00	\$55,000.00	\$0.00
Justification: Data sharing with first responders.							
Total				\$68,500.00	\$68,500.00	\$0.00	

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Service fee for web-based dispatch system	1	\$72,000.00	\$72,000.00	\$72,000.00	\$0.00
Justification: Service fee for web-based dispatch system that is to replace mass texting and other efficient methods of callback procedures for first responders.						
Total				\$72,000.00	\$72,000.00	\$0.00

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$160,500.00	\$160,500.00	\$0.00

**Advance Request**

**Advance:** \$0.00

**Justification:**

**Grant Application**

SHSP

**Project No.**  
SH12-1029-D00

**Grantee Name**  
Oneida County

09/19/2012

Allocation Budget Summary by Participant  
Oneida County

Oneida County Emergency Services  
Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Personnel to conduct planning activities	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00

G and T Workplan

Code	Description
DPP	23. Develop/enhance plans, procedures, and protocols.

National Priority

Code	Description
SPC	08. Strengthen Planning and Citizen Preparedness Capabilities

Priority Project

Code	Description
S07	State Strategy Goal 07: Strengthen Emergency Planning, Citizen and Community Preparedness

Spending Subcategory

Code	Description	Amount
PDI	Planning-Develop and implement homeland security support programs and adopt ongoing DHS National Initiatives	\$ 20,000.00
	Total	\$ 20,000.00

Spending Discipline

Code	Description	Amount
PEM	Planning-Emergency Management	\$ 20,000.00
	Total	\$ 20,000.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Interoperable communications equipment (mobile or...	1	\$13,500.00	\$13,500.00	\$13,500.00	\$0.00

G and T Workplan

Code	Description
AIC	14. Develop/enhance interoperable communications system.

National Priority

Code	Description
SIC	05. Strengthen Interoperable Communications Capabilities

Priority Project

Code	Description
S06	State Strategy Goal 06: Strengthen Communications and Emergency Alerting Capabilities

Spending Subcategory

Code	Description	Amount
QIC	Equipment-Interoperable Communications Equipment	\$ 13,500.00
	Total	\$ 13,500.00

Spending Discipline

Code	Description	Amount
EEM	Equipment-Emergency Management	\$ 13,500.00
	Total	\$ 13,500.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Data exchange system	1	\$55,000.00	\$55,000.00	\$55,000.00	\$0.00

G and T Workplan

Code	Description
AHE	30. Enhance capabilities to respond to all-hazards events.

National Priority

Code	Description
SSC	04. Strengthen Information Sharing and Collaboration Capabilities

Priority Project

Code	Description
S06	State Strategy Goal 06: Strengthen Communications and Emergency Alerting Capabilities

Spending Subcategory

Code	Description	Amount
QIT	Equipment-Information Technology	\$ 55,000.00
	Total	\$ 55,000.00

Spending Discipline

Code	Description	Amount
EEM	Equipment-Emergency Management	\$ 55,000.00
	Total	\$ 55,000.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Service fee for web-based dispatch system	1	\$72,000.00	\$72,000.00	\$72,000.00	\$0.00

G and T Workplan

Code	Description
AIC	14. Develop/enhance interoperable communications system.

National Priority

Code	Description
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SIC	05. Strengthen Interoperable Communications Capabilities
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Priority Project

Code	Description
S03	State Strategy Goal 03: Strengthen Information Sharing, Collaboration and Intelligence Analysis

Spending Subcategory

Code	Description	Amount
QSF	Equipment-Service fees for cellular and satellite-enabled equipment and related communications services	\$ 72,000.00
	Total	\$ 72,000.00

Spending Discipline

Code	Description	Amount
EEM	Equipment-Emergency Management	\$ 72,000.00
	Total	\$ 72,000.00

**Grant Application**

SHSP

**Project No.****Grantee Name**

SH12-1029-D00

Oneida County

09/19/2012

**Assurance**

## NEW YORK STATE OFFICE OF HOMELAND SECURITY

Certified Assurances for Federally-supported Projects

Certifications 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 to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, 'New Restrictions on Lobbying,' 2 CFR Part 2867, 'DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension,' and 28 CFR Part 83, 'Government-wide Debarment and Suspension,' and 'Government-wide Requirements for Drug-Free Workplace (Grants).' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice 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 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, 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 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 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities,' 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 sub-recipients shall certify and disclose accordingly.

## 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a):

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, 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 contract 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 indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

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

(a) Publishing a statement notifying employees that the unlawful 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 programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations 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) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, 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), and (f).

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

### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements

for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Certified by - Kevin Revere on 08/27/2012



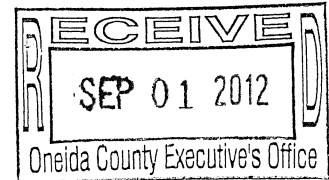
NEW YORK STATE  
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor

Jerome M. Hauer, Commissioner

August 28, 2012

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



Dear Mr. Picente:

I am pleased to inform you that Oneida County is awarded \$214,000 under the FY2012 State Homeland Security Program (SHSP). As per Federal guidelines, 25 percent \$53,500 of your award must be directed towards law enforcement terrorism prevention activities. The law enforcement initiatives should be consistent with the efforts of your local Counter-Terrorism Zone (CTZ).

In my letter to you on April 9, 2012 I outlined the Federal and State Homeland Security priorities these grant funds are intended to sustain or enhance. They include the planning, organization, equipment, training, and exercise needs to prevent, protect, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The performance period for this grant is only 24 months (September 1, 2012 through August 31, 2014). An extension of the performance period is highly unlikely. Therefore, it is imperative that you execute your projects as quickly as possible. My grants management staff will work with your designated SHSP grant program points of contact to provide additional administrative guidance and to expedite execution of a grant contract. I ask that you begin your local administrative process to be able to accept these funds as quickly as possible.

Thank you for your continued support of New York State's Homeland Security Program. DHSES remains committed to providing you outstanding support in the administration of your homeland security initiatives. If you have any questions please feel free to contact me directly at (518) 242-5000.

Sincerely,

Jerome M. Hauer  
Commissioner



**Revere, Kevin**

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**From:** grants@dhSES.ny.gov  
**Sent:** Tuesday, September 18, 2012 4:46 PM  
**To:** Revere, Kevin  
**Subject:** The NYS Division of Homeland Security and Emergency Services (DHSES) E-Grants Notification for Project SH12-1029-D00, contract number: C972020. Grantee: Oneida County

The NYS Division of Homeland Security and Emergency Services (DHSES) has approved your application for funding for Project SH12-1029-D00.

An e-mail has been sent to the signatory contact for this application with instructions on how to complete the local acceptance of this contract electronically in E-Grants. You may access the project in the DHSES E-Grants system by using the following link.

<https://grants.security.state.ny.us/AccessNotice.jsp?ProjectID=SH12-1029-D00>

If you have any questions, please contact DHSES E-Grants Help at (866) 837-9133, or at grants@dhSES.ny.gov

Visit DHSES online at: [www.dhSES.ny.gov](http://www.dhSES.ny.gov)  
Visit NY-ALERT online at: [www.nyalert.gov](http://www.nyalert.gov)

This e-mail was sent from email servers at the Division of Homeland Security & Emergency Services (DHSES). Its contents, including any attachments, are intended only for the individual(s) named. If you received this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use it or its attachments.

Please notify the sender immediately by reply e-mail and delete this e-mail from your system.



Sheriff Robert M. Maciol  
Undersheriff Robert Swenszkowski

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Jonathan G. Owens  
Chief Deputy Dean A. Obernesser

September 27, 2012

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

FN 20 12-382

**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 for the 2012 State Law Enforcement Terrorism Prevention Program grant. The Sheriff's Office has been awarded \$53,500. This grant will expire August 31, 2014.

The money obtained from the grant will be used for several purposes. This grant will help to sustain and expand our AVL (Automatic Vehicle Locator) System. This project pays for a cellular based system that helps coordinate manpower and vehicle resources in critical incidents. We will also be able to sustain and expand the Records Management System implemented by the Law Enforcement Unit. By being able to purchase wireless modems we will be able to connect to Mobile Data Terminals anywhere in the County. We also plan to purchase portable scene lighting equipment and personnel protective equipment such as air purifying respirators and replacement filters.

If you find the enclosed grant 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 10/2/12

**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: XXX**  
Other:

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** NYS Office of Homeland Security

**Title of Activity or Service:** Grant (2012 State Law Enforcement Terrorism Prevention Program Grant)

**Proposed Dates of Operation:** September 1, 2012 – August 31, 2014

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

### **Summary Statements**

**1) Narrative Description of Proposed Services:** The 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 operation 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 to 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:** \$53,500.00

**Account #:** A3110

**Oneida County Dept. Funding Recommendation:** N/A

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

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

<p><u>STATE AGENCY</u>                  New York State Division of Homeland Security and Emergency Services                  1220 Washington Avenue                  Building 7A Suite 710                  Albany, NY 12242</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C972022                  (Contract Number)   <u>ORIGINATING AGENCY CODE:</u> 01077</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name &amp; Address)                  Oneida County                  800 Park Avenue                  Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> WM2012 SLETPP  <u>CFDA NUMBER:</u> 97.067  <u>DHSES NUMBERS:</u> WM12972022</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460  <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000  <u>SFS VENDER NO:</u> 1000002595</p>	<p><u>INITIAL CONTRACT PERIOD:</u>                  FROM 09/01/2012 TO 08/31/2014  <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$53,500.00</p>
<p><u>STATUS:</u>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable)</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u>                   [ ]                  (Enter number of Exempt)                  if "Exempt" is entered above, reason for exemption.  <u>0 - not exempt</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u>  <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts  <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses  <input checked="" type="checkbox"/> APPENDIX B Budget  <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule  <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions  <input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)  <input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request  <input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services                  BY: , Date:  <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".                  GRANTEE:                  BY: Hon. Anthony J. Picente jr., County Executive Date:</p>	
<p>ATTORNEY GENERAL'S SIGNATURE                   Title: _____                  Date: _____</p>	<p>COMPTROLLER'S SIGNATURE                   Title: _____                  Date: _____</p>

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

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE12-1026-D00

Oneida County

09/26/2012

**Award Contract**

LETPP/SLETPP

**Project No.****Grantee Name**

LE12-1026-D00

Oneida County

09/26/2012

## APPENDIX A

## STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of

all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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



shall control.

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

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

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245

Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

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

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

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

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

Certified by - on

**Award Contract**

LETPP/SLETPP

**Project No.**

LE12-1026-D00

**Grantee Name**

Oneida County

09/26/2012

## 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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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.

Revised 02/26/2010

Certified by - on

**Award Contract**

LETPP/SLETPP

**Project No.****Grantee Name**

LE12-1026-D00

Oneida County

09/26/2012

**Budget Summary by Participant**

Oneida County

Oneida County Sheriffs Office - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mobile Radios (and related items)	06CP-01-MOBL	1	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00
2	Air Purifying Respirators (and related items)	01AR-02-APR	1	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00
3	Wireless Modems for Mobile Data Terminals	04HW-01-INHW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
4	Automatic Vehicle Locator (AVL) System	04AP-02-AVLS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
5	Portable on Scene Lighting	03OE-03-LTPA	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Total					\$53,500.00	\$53,500.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$53,500.00	\$53,500.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$53,500.00	\$53,500.00	\$0.00

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE12-1026-D00

Oneida County

09/26/2012

**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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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

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

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

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

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

Revised 02/26/2010

Certified by - on

**Award Contract**

LETPP/SLETPP

**Project No.**

LE12-1026-D00

**Grantee Name**

Oneida County

09/26/2012

**Work Plan****Goal**

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

## Objective #1

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Interoperable Communications and Emergency Alerting

Target Capability

Primary - Communications

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

**Task #1 for Objective #1**

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

**# Performance Measure**

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

## Objective #2

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

Investment Justification - CBRNE Detection, Response and Decontamination

Target Capability

Primary - CBRNE Detection

Enhance capabilities to respond to all-hazards events. (1.3, 4.1)

**Task #1 for Objective #2**

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

**# Performance Measure**

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

## Objective #3

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Information-Sharing and Dissemination

Target Capability

Primary - On-Site Incident Management

Establish/enhance regional response teams. (1.3)



**Task #1 for Objective #3**

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

**# Performance Measure**

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

**Award Contract**

LETPP/SLETPP

**Project No.****Grantee Name**

LE12-1026-D00

Oneida County

09/26/2012

**Special Conditions****I. ALL GRANT FUNDS:****A. Permissible Use of Funding**

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

**B. Record Requirements**

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

**C. Equipment Purchases**

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the 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 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.

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.

**Grant Application**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE12-1026-D00

Oneida County

09/17/2012

<b>Project Title:</b> FY12 State Law Enforcement Terrorism Prevention Program	
<b>Contacts</b>	Project Start: 09/01/2012 Project End: 08/31/2014 Project Period: Years 2 Months 0 Submission Date: 09/17/2012
Mr. Anthony Carvelli Commissioner of Finance 800 Pak Avenue Utica, NY 13501 Phone: (315) 798-5750, Ext: Fax: (315) 798-5242 Email: acarvelli@ocgov.net	EIN: 15-6000460 Municipality No: 300100000 000 Dun & Bradstreet No: 010781409 Charities Registration No:  _ Not For Profit _ Sectarian Entity
Hon. Anthony J. Picente jr. County Executive 800 Pak Avenue Utica, NY 13501 Phone: 315-798-5800, Ext: Fax: 315-798-2390 Email: apicente@ocgov.net	County: Oneida Region: Mohawk Valley
Sgt. Ronald A. Townsend Law Enforcement Building 6065 Judd Road Oriskany, NY 13424 Phone: 315-765-2735, Ext: Fax: 315-736-7946 Email: ratownsend@oneidacountysheriff.us	<b>BUDGET SUMMARY</b> Grant Funds: \$53,500.00 100.00% Matching Funds: \$0.00 0.00% Total Funds: \$53,500.00

**Grant Application**

LETPP/SLETPP

**Project No.**

LE12-1026-D00

**Grantee Name**

Oneida County

09/17/2012

**Summary Description of Project**

Automatic Vehicle Locator System - Sustaining and expanding our County Law Enforcement AVL System Personnel Protective Equipment, Air Purifying Respirators (APR) & Replacement Filters for them. Mobile Radios for Law Enforcement Vehicles, Portable Scene Lighting Equipment, and in car Computers for Mobile Data.

**Federal Program Purpose Area**

Program Purpose Code	Description
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**Participants**

Participant Name	Type	Comments
Oneida County	Grantee	

**Contacts for Oneida County**

Contact Name	Type	Phone
Mr. Anthony Carvelli	Fiscal	(315) 798-5750
Hon. Anthony J. Picente jr.	Signatory	315-798-5800

Participant Name	Type	Comments
Oneida County Sheriffs Office	Implementing Agency	

**Contacts for Oneida County Sheriffs Office**

Contact Name	Type	Phone
Sgt. Ronald A. Townsend	Primary	315-765-2735

**Grant Application**

LETPP/SLETPP

**Project No.**

**Grantee Name**

LE12-1026-D00

Oneida County

09/17/2012

**Work Plan**

**Goal:**

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

**Objective #1**

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Interoperable Communications and Emergency Alerting

Target Capability

Primary - Communications

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

**Task #1 for Objective #1**

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

**# Performance Measure**

1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced interoperable communication capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.
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**Objective #2**

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

Investment Justification - CBRNE Detection, Response and Decontamination

Target Capability

Primary - CBRNE Detection

Enhance capabilities to respond to all-hazards events. (1.3, 4.1)

**Task #1 for Objective #2**

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

**# Performance Measure**

1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced all-hazards capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.
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**Objective #3**

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Information-Sharing and Dissemination

Target Capability

Primary - On-Site Incident Management

Establish/enhance regional response teams. (1.3)
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<b>Task #1 for Objective #3</b>
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Purchase allowable response equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.
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<b># Performance Measure</b>
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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 incident response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.
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**Grant Application**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE12-1026-D00

Oneida County

09/17/2012

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**Specific Questions**

**Question #1**

Have you completed the Local Application Worksheet and attached it to this E-Grants Application? Yes/No

**Answer**

**Question #2**

**Answer**

**Question #3**

**Answer**

**Question #4**

**Answer**

**Question #5**

**Answer**

**Question #6**

**Answer**

**Question #7**

**Answer**

**Question #8**

**Answer**



**Grant Application**

LETPP/SLETPP

**Project No.**

**Grantee Name**

LE12-1026-D00

Oneida County

09/17/2012

**Budget Summary by Participant**

Oneida County

Oneida County Sheriffs Office - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mobile Radios (and related items)	06CP-01-MOBL	1	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00
Justification: Purchased of mobile radios for Law Enforcement vehicles.							
2	Air Purifying Respirators (and related items)	01AR-02-APR	1	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00
Justification: Purchase of Air purifying respirators and replacement canister filters for first responder at a CBRNE incident.							
3	Wireless Modems for Mobile Data Terminals	04HW-01-INHW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Justification: Modem connects MDT to network even when vehicle is in motion, anywhere in the county.							
4	Automatic Vehicle Locator (AVL) System	04AP-02-AVLS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Justification: Purchase of automatic Vehicle Locator (AVL) system equipment for County Law Enforcement officers.							
5	Portable on Scene Lighting	03OE-03-LTPA	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Justification: Portable area illumination for work areas, rescue sites, and staging areas during night operations or in areas with insufficient ambient light.							
Total				\$53,500.00	\$53,500.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$53,500.00	\$53,500.00	\$0.00

**Advance Request**

**Advance:** \$0.00

**Justification:**

**Grant Application**

LETPP/SLETPP

**Project No.**

LE12-1026-D00

**Grantee Name**

Oneida County

09/17/2012

Allocation Budget Summary by Participant  
Oneida County

Oneida County Sheriffs Office  
Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Mobile Radios (and related items)	1	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00

G and T Workplan

Code	Description
AIC	14. Develop/enhance interoperable communications system.

National Priority

Code	Description
SIC	05. Strengthen Interoperable Communications Capabilities

Priority Project

Code	Description
S06	State Strategy Goal 06: Strengthen Communications and Emergency Alerting Capabilities

Spending Subcategory

Code	Description	Amount
QIC	Equipment-Interoperable Communications Equipment	\$ 6,000.00
	Total	\$ 6,000.00

Spending Discipline

Code	Description	Amount
EEM	Equipment-Emergency Management	\$ 6,000.00
	Total	\$ 6,000.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Air Purifying Respirators (and related items)	1	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
------	-------------

S01	State Strategy Goal 01: Strengthen CBRNE Detection, Response, and Decontamination Capabilities
-----	--

Spending Subcategory

Code	Description	Amount
QCB	Equipment-CBRNE Operational Search and Rescue Equipment	\$ 4,500.00
	Total	\$ 4,500.00

Spending Discipline

Code	Description	Amount
EHM	Equipment-HazMat	\$ 4,500.00
	Total	\$ 4,500.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Wireless Modems for Mobile Data Terminals	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00

G and T Workplan

Code	Description
AIC	14. Develop/enhance interoperable communications system.

National Priority

Code	Description
SIC	05. Strengthen Interoperable Communications Capabilities

Priority Project

Code	Description
S06	State Strategy Goal 06: Strengthen Communications and Emergency Alerting Capabilities

Spending Subcategory

Code	Description	Amount
QIT	Equipment-Information Technology	\$ 20,000.00
	Total	\$ 20,000.00

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 20,000.00
	Total	\$ 20,000.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Automatic Vehicle Locator (AVL) System	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00

G and T Workplan

Code	Description
AIC	14. Develop/enhance interoperable communications system.

National Priority

Code	Description
------	-------------

SSC	04. Strengthen Information Sharing and Collaboration Capabilities
-----	---

Priority Project

Code	Description
S06	State Strategy Goal 06: Strengthen Communications and Emergency Alerting Capabilities

Spending Subcategory

Code	Description	Amount
QIT	Equipment-Information Technology	\$ 20,000.00
	Total	\$ 20,000.00

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 20,000.00
	Total	\$ 20,000.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Portable on Scene Lighting	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
ERC	01. Expand Regional Collaboration

Priority Project

Code	Description
S05	State Strategy Goal 05: Enhance Incident Management and Response Capabilities

Spending Subcategory

Code	Description	Amount
QCL	Equipment-CBRNE Logistical Support Equipment	\$ 3,000.00
	Total	\$ 3,000.00

Spending Discipline

Code	Description	Amount
EHM	Equipment-HazMat	\$ 3,000.00
	Total	\$ 3,000.00

**Grant Application**

LETPP/SLETPP

**Project No.**

LE12-1026-D00

**Grantee Name**

Oneida County

09/17/2012

**Assurance**

## NEW YORK STATE OFFICE OF HOMELAND SECURITY

Certified Assurances for Federally-supported Projects

Certifications 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 to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, 'New Restrictions on Lobbying,' 2 CFR Part 2867, 'DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension,' and 28 CFR Part 83, 'Government-wide Debarment and Suspension,' and 'Government-wide Requirements for Drug-Free Workplace (Grants).' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice 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 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, 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 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 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities,' 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 sub-recipients shall certify and disclose accordingly.

## 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a):

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, 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 contract 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 indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

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

(a) Publishing a statement notifying employees that the unlawful 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 programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations 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) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, 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), and (f).

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

### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements

for grants and cooperative agreements). The applicant also specifically assures and certifies that:

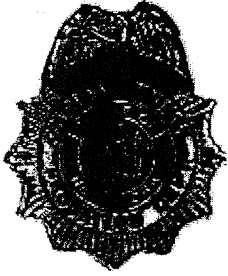
1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Certified by - Ronald Townsend on 09/17/2012

Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



## Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501

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

Deputy Director  
Patrick Cady

### Supervisors

Thomas Brognano  
Mark F. Joseph  
Holly Matthews  
Paula Mrzlikar

September 7, 2012

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

FN 20

12-383

**PUBLIC SAFETY**

**WAYS & MEANS**



Re: Edward Byrne Memorial Justice Grant

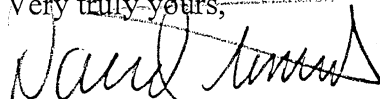
Dear Mr. Picente:

We have been awarded a Federal Grant that will allow us to pay overtime salaries and fringes for our Officers to conduct Domestic Violence related home visits in conjunction with Rome Police Department. We currently conduct these visits for Comp. Time or Impact Funds. This will allow us to use our Over Time funds more creatively and formalize our partnership with Rome Police Department in this very important initiative.

Attached is the Grant, Contract Summary, and Tracking Sheet. Upon approval of the County Attorney and your consent, an electronic signature will be needed. As the term is April 1, 2012 through February 28, 2013 we will be able to charge back a few retro-active overtime hours.

Your support of this and all of our efforts continue to be appreciated.

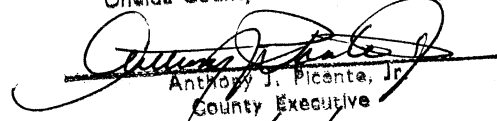
Very truly yours,

  
DAVID TOMIDY  
PROBATION DIRECTOR

DT:kas  
Attachments

C: Judi Smith

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

  
Anthony J. Picente, Jr.  
County Executive

Date 10/2/12



Oneida Co. Department: Probation

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

Oneida County Board of Legislators  
Contract Summary

**Name of Proposing Organization: Oneida County Probation Department**

**Title of Activity or Service: Edward Byrne Memorial Justice Grant (Federal Bureau of Justice Assistance) that will reimburse Overtime Salary and Fringe Benefits for evening Domestic Violence visits in conjunction with the Rome Police Department. These visits are consistent with our philosophy and practice of holding our Domestic Violence offenders accountable, stressing the importance of Domestic Violence Prevention in Oneida County and reassuring Domestic Violence Victims of our commitment to them.**

**Proposed Dates of Operation: 4/1/2012 – 2/28/2013**

**Client Population/Number to be Served: 75 Domestic Violence Offenders in the Rome area.**

**Total Funding Requested: This Grant will reimburse the Probation Department up to \$4,291 for Over Time hours worked.**

**Oneida County Dept. Funding Recommendation: There are no county funds used for this Overtime and we respectfully request the County approve this Grant/Contract.**

Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures  
 Participant: Oneida County

Home Search Open Locked	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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Complete screen information and save. Add a Program Purpose Area (if applicable). Once finished, proceed to Participants tab. For contract certifications, appendices and supporting documentation, please visit the DCJS website for available downloads. When you have completed your application, click the SUBMIT link in the left margin. Remember, you will no longer be able to edit your application once it has been submitted.

<u>Go to</u>	Contract Number	T200887	Federal Agency Name	Bureau of Justice Assistance
Attachment Progress	DCJS Number	OR12200887	Cost Center Funding Year	2009
Site Review Equipment	CFDA Number	16.803	Project Created Date	05/08/2012
<u>Reports</u>	CFDA Description	Recovery Act: Edward Byrne Memorial Justice Assistance Grants		
Application Deficiency Draft	Project Title * (60 Character Limit)	Rome Police Department Home Visiting Program		
Contract	Project Start Date	04/01/2012 (If known or applicable)	Submission Date	06/25/2012 12:00 AM
Help Logout	Project End Date	02/28/2013 (If known or applicable)	Grant Funds	\$4,291.00 100.00%
	Project Period	Years 0 Months 11	Matching Funds	\$0.00 0.00%
			Total Funds	\$4,291.00

Login ID: oneipd

County  Have you included a file attachment with this submission?

Version 2.5.14

Summary Description of Project (Please limit to one or two paragraphs)

The focus of the project is to improve response to domestic violence through the promotion of consistent policy, statewide.  
 Home Visiting Project: The Rome Police Department implemented a Home Visiting program with funds provided by DCJS. OPDV will partner with the Rome Police Department, Ywca of the Mohawk Valley and the Ondeida County Probation Department to strengthen and support this existing Home Visiting program. One of the intended outcomes of this partnership which will include the development of a best practices/guidelines written document which can be used in law

Program Purpose Area.

Program Purpose Code	Description	Remove
----------------------	-------------	--------

\* - Mandatory Field

Approved as to Form Only  
 Assistant County Attorney  
 By: *Raymond F. Bara*  
 Raymond F. Bara  
 Assistant County Attorney

Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
**Participant: Oneida County**

<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
----------------	---------------------	---------------	------------------	------------------	-------------------	-------------------	---------------------------

Home Search Open Click "Add Participant"\* to begin a search of existing Grantees and Implementing Agencies, or click on the Participant Name to view the details for that Participant. If the contact information has changed for grantee, implementing agency or contact, please do not attempt to re-enter the information. E-mail OPDV with your corrections. When you have finished adding Participants, please go to the Budget tab.

#	Participant Name	Participant Type	Deficient
1	Oneida County	Grantee	no
2	Oneida County Probation Department	Implementing Agency	no

Total Records: 2

\*A Participant is a Grantee or an Implementing Agency. If the same organization or unit of government serves as both grantee and implementing agency, please enter your organization once only as the grantee. If a consortium, you may add multiple implementing agencies.

Go to Attachment Progress Site Review Equipment

Reports Application Deficiency Draft Contract

Contacts for Participant Oneida County  
 (One Implementing Agency must include Primary, Fiscal and Signatory contact information. You do not need to enter all contact types for all Participants)

#	Contact Name	Contact Type	Phone	Email	Deficient
1	Mr. Thomas Brognano	Primary	315-798-5914	tbrognano@ocgov.net	no
2	Mr. Joseph J. Timpano	Fiscal	(315) 798-5780	jtimpano@ocgov.net	no
3	Hon. Anthony J. Picente jr.	Signatory	315-798-2390	jasmith@ocgov.net	no

Total Records: 3

Login ID: oneipd  
 Version 2.5.14

Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures  
 Participant: Oneida County

Home Search Open Locked	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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96Participant Type Grantee

Participant Name \* Oneida County

Address \* 800 Park Avenue

Go to Address2

Attachment Progress Site Review Equipment

City \* Utica State \* New York Zip \* 13501

County Oneida

If the information is not correct, click here to send an email to correct the information.

Reports

Application Deficiency Draft Contract

Website Address

SFS Vendor Number 1000002595

Employer Identification Number 156000460

Help Logout

Municipality No 300100000000

Dun & Bradstreet No

Login ID: oneipd

Cage Code

Charities Registration No

Version 2.5.14

- Not for Profit
- Sectarian Entity

Vendor Responsibility Profile on file with OSC - No

Charity Registration Exemptions

N/A

Last Dos Charities Filing

Last Vendor Representative Filing

Remarks (2000 Character Limit)

\* - Mandatory Field

Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures  
Participant: Oneida County

Home Search Open Locked	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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96Participant Type Implementing Agency

Participant Name \* Oneida County Probation Department

Address \* Union Station

Go to Address2 321 Main Street

Attachment Progress Site Review Equipment

City \* Utica State \* New York Zip \* 13501

County Oneida

If the information is not correct, click here to send an email to correct the information.

Reports

Application Deficiency Draft Contract

Website Address

SFS Vendor Number 100002595

Employer Identification Number 156000460

Help Logout

Municipality No 30010000000

Dun & Bradstreet No

Login ID: oneipd

Cage Code

Charities Registration No

Version 2.5.14

- Not for Profit
- Sectarian Entity

Vendor Responsibility Profile on file with OSC - No

Charity Registration Exemptions

N/A

Last Dos Charities Filing Last Vendor Representative Filing

Remarks (2000 Character Limit)

\* - Mandatory Field

Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures  
Participant: Oneida County

Home Search Open Locked	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist	
	Contact Type <input type="text" value="Primary"/>								
	First Name *		M	Last Name *					
	<input type="text" value="Mr."/>	<input type="text" value="Thomas"/>		<input type="text" value="Brognano"/>					

Go to

Attachment Agency

Progress Title

Site Review

Equipment Salutation

Reports Address \*

Application Address2

Deficiency City \*  State \*  Zip \*

Draft

Contract County

Help

Logout Email

Login ID: oneipd  
Please note: Without a valid email address, automated notification will not occur.

Phone \*  Ext.

Version 2.5.14 Fax

\* - Mandatory Field

Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures

Project

Participant: Oneida County

Home Search Open Locked	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
	Contact Type <input type="text" value="Fiscal"/>							
First Name *		M	Last Name *					
<input type="text" value="Mr."/> <input type="text" value="Joseph"/>		<input type="text" value="J"/>	<input type="text" value="Timpano"/>					

Go to

Attachment	Agency	<input type="text" value="Oneida County Ofc. of Audit &amp; Control"/>						
Progress	Title	<input type="text" value="Comptroller"/>						
Site Review	Salutation	<input type="text" value="Comptroller"/>						
Equipment	Address *	<input type="text" value="800 Park Ave."/>						
<u>Reports</u>	Address2	<input type="text"/>						
Application	City *	<input type="text" value="Utica"/>	State *	<input type="text" value="New York"/>	Zip *	<input type="text" value="13501"/>		
Deficiency	County	<input type="text"/>						
Draft								
Contract								

Help

Logout	Email	<input type="text" value="jtimpano@ocgov.net"/>						
Login ID: oneipd	Please note: Without a valid email address, automated notification will not occur.							
Version 2.5.14	Phone *	<input type="text" value="(315) 798-5780"/>	Ext.	<input type="text"/>				
	Fax	<input type="text" value="(315) 798-6415"/>						
	<input type="button" value="Cancel"/>	<input type="button" value="Check Spelling"/>						
	* - Mandatory Field							

Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures  
Participant: Oneida County

Home Search Open Locked	<table border="1"> <tr> <td>General</td> <td>Participants</td> <td>Budget</td> <td>Work Plan</td> <td>Questions</td> <td>Conditions</td> <td>Acceptance</td> <td>Contract Checklist</td> </tr> </table>	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist		
	Contact Type <input type="text" value="Signatory"/>								
	<table> <tr> <td>First Name *</td> <td>M</td> <td>Last Name *</td> </tr> <tr> <td><input type="text" value="Hon. Anthony"/></td> <td><input type="text" value="J"/></td> <td><input type="text" value="Picente Jr."/></td> </tr> </table>	First Name *	M	Last Name *	<input type="text" value="Hon. Anthony"/>	<input type="text" value="J"/>	<input type="text" value="Picente Jr."/>		
First Name *	M	Last Name *							
<input type="text" value="Hon. Anthony"/>	<input type="text" value="J"/>	<input type="text" value="Picente Jr."/>							

Go to

Attachment Agency

Progress Title

Site Review

Equipment Salutation

Reports Address \*

Application Address2

Deficiency City \*  State \*  Zip \*

Draft County

Contract

Help Logout

Email

Login ID: oneipd  
Please note: Without a valid email address, automated notification will not occur.

Phone \*  Ext.

Version 2.5.14 Fax

\* - Mandatory Field



Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
**Participant: Oneida County**

<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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Home Search Open Locked  
 Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab.

[Go to Budget Summary](#)

Participant	Grant Funds	Matching Funds	Total
Oneida County	\$4,291.00	\$0.00	\$4,291.00
Oneida County Probation Department	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>100.00%</b>	<b>\$4,291.00</b>	<b>0.00%</b>

[Reports](#) Advance Request Amount (If not requesting an advance, please skip) \$ 0.00

Application Deficiency Draft Contract  
 Advance Request Justification (200 character limit)

Help Logout  
 Budget Summary by Participant  
 Oneida County

Login ID: oneipd  
 Version 1 - Edit (Click here to add more lines to budget categories)

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Oneida County Probation Officers- Officer Overtime	1	\$2,905.00	\$2,905.00	\$2,905.00	\$0.00	no
<b>Total</b>				<b>\$2,905.00</b>	<b>\$2,905.00</b>	<b>\$0.00</b>	

Version 2.5.14

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Laptop Computer and Air Card	1	\$906.00	\$906.00	\$906.00	\$0.00	no
<b>Total</b>				<b>\$906.00</b>	<b>\$906.00</b>	<b>\$0.00</b>	

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Monthly fee for Air Card use to connect Laptop wit...	12	\$40.00	\$480.00	\$480.00	\$0.00	no
<b>Total</b>				<b>\$480.00</b>	<b>\$480.00</b>	<b>\$0.00</b>	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$4,291.00	\$4,291.00	\$0.00

Oneida County Probation Department

**Project #:** OR12-1003-D00 **OPDV Recovery Act Subgrant Program** **Project Status:** Pending Signatures  
**Participant:** Oneida County

- Project
- Home Search Open Locked
- Go to Attachment Progress Site Review Equipment
- Reports Application Deficiency Draft Contract
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- Version 2.5.14

<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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All grant-funded out-of-state travel must have prior written approval from DCJS. Please contact your DCJS Program Representative when planning out-of-state travel to be supported with grant funds.

You may continue to add budget lines from this screen. Choosing different budget categories will change the page heading, reminding you what budget category you are working in. You will also see an updated summary of your entries for each category at the top of the screen. When finished, return to the Budget Summary screen to see your updated budget, or move on to the Workplan.

Personnel Budget for Oneida County Version 1

#	Description	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Oneida County Probation Officers- Officer Overtime	1	\$2,905.00	\$2,905.00	\$2,905.00	\$0.00	no
Total				\$2,905.00	\$2,905.00	\$0.00	

Choose a different Category to work on: Personnel

or

Edit information for this budget line item and press Save.

Description \*  
Oneida County Probation Officers- Officer Overtime

Number \*      Unit Cost \*      Total Funds  
 1            x \$ 2,905.00      = \$2,905.00

Total Funds    Matching Funds    Grant Funds  
 \$2,905.00 - \$ 0.00      = \$2,905.00

Justification \*  
 Justification: To provide Home Visit services @ 44.70 rate/hr. x 96 hrs.

\* - Mandatory Field

Project #: **OR12-1003-D00** OPDV Recovery Act Subgrant Program Project Status: **Pending Signatures**  
 Participant: **Oneida County**

Home Search Open Locked	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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All grant-funded out-of-state travel must have prior written approval from DCJS. Please contact your DCJS Program Representative when planning out-of-state travel to be supported with grant funds.

You may continue to add budget lines from this screen. Choosing different budget categories will change the page heading, reminding you what budget category you are working in. You will also see an updated summary of your entries for each category at the top of the screen. When finished, return to the Budget Summary screen to see your updated budget, or move on to the Workplan.

[Go to Attachment Progress Site Review Equipment](#)

Equipment Budget for Oneida County Version 1

#	Description	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Laptop Computer and Air Card	1	\$906.00	\$906.00	\$906.00	\$0.00	no
Total				\$906.00	\$906.00	\$0.00	

[Reports Application Deficiency Draft Contract](#)

Choose a different Category to work on: Equipment

[Help Logout](#)

Edit information for this budget line item and press Save.

Login ID: oneipd

Description \*  
Laptop Computer and Air Card

Version 2.5.14

Number \*      Unit Cost \*      Total Funds  
 1            x \$ 906.00      = \$906.00

Total Funds    Matching Funds    Grant Funds  
 \$906.00    - \$ 0.00      = \$906.00

Justification \*  
 Required for home visit record development; retention and department wide access. Will be used to continue effort beyond this funding.

\* - Mandatory Field

Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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Search Open Locked  
 All grant-funded out-of-state travel must have prior written approval from DCJS. Please contact your DCJS Program Representative when planning out-of-state travel to be supported with grant funds.

You may continue to add budget lines from this screen. Choosing different budget categories will change the page heading, reminding you what budget category you are working in. You will also see an updated summary of your entries for each category at the top of the screen. When finished, return to the Budget Summary screen to see your updated budget, or move on to the Workplan.

Go to  
 Attachment  
 Progress  
 Site Review  
 Equipment

All Other Expenses Budget for Oneida County Version 1

#	Description	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Monthly fee for Air Card use to connect Laptop wit...	12	\$40.00	\$480.00	\$480.00	\$0.00	no
Total				\$480.00	\$480.00	\$0.00	

Reports  
 Application  
 Deficiency  
 Draft  
 Contract

Choose a different Category to work on: All Other Expenses

Help  
 Logout

Edit information for this budget line item and press Save.

Login ID:  
 oneipd

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 2.5.14

Description \*  
 Monthly fee for Air Card use to connect Laptop with Probations It System.

Number \*      Unit Cost \*      Total Funds  
 12      x \$ 40.00      = \$480.00

Total Funds      Matching Funds      Grant Funds  
 \$480.00      - \$ 0.00      = \$480.00

Justification \*  
 Monthly fee to IT service provider for air time required for field to office connectivity.

\* - Mandatory Field

Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home Search Open Locked	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
	Please enter a Project Goal and Save. Then move on to add Objectives and Tasks.							
	Project Goal							

Go to Attachment  
 To build upon the coordinated community response to domestic violence through the Rome PD Home Visit program by involving Probation Officers in the home visits conducted.

Progress Use this summary to track your progress through the Workplan. Once you have created an Objective, please add the Tasks and Performance Measures associated with that Objective before moving on to create new Objectives. Once you have finished your Workplan, please answer program Specific Questions on the Questions tab (if applicable).  
 Equipment Click on the Objective or Task Name to view the details

Reports Objective #1

Application	Objective Name	Deficient
Deficiency	To hold offenders accountable by having Probation Officer accompany Probation Officers to Home Visi...	no

Draft

Contract	Task #1 for Objective #1	Deficient
Help Logout	Rome Police Department Officers will conduct Home ...	no

Login ID: oneipd

#	Performance Measure	Deficient
1	The number of home visits made by Probation Office...	no
2	The results of the home visits conducted by the On...	no
3	The number of arrests made as a result of the ho...	no
4	The number of Violations of Probation filed as a r...	no

Version 2.5.14

Objective #2

Objective Name	Deficient
Meet all reporting requirements to OPDV via the Grants Management System	no

Task #1 for Objective #2	Deficient
Complete necessary documentation in Grants Managem...	no

#	Performance Measure	Deficient
1	GMS report completed and submitted to OPDV by requ...	no

Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures

Project

Participant: Oneida County

Home  
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General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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Objective 1 of 2 (Please enter an Objective and Save. You will then be asked to enter tasks and performance measures for this objective.)

To hold offenders accountable by having Probation Officer accompany Probation Officers to Home Visits conducted by Rome Police Department.

Go to



Attachment  
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\* - Mandatory Field

Reports

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Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures  
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Home	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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Search Objective 1

Open To hold offenders accountable by having Probation Officer accompany Probation Officers to Home Visits conducted by Rome Police Department.

Locked Task 1 of 1 \*

Go to Rome Police Department Officers will conduct Home Visits according to departmental policy in order to hold offenders accountable In selected cases when the offender is under Probation supervision, Rome Police Department Officers might conduct a joint site visit with the appropriate Oneida County Probation Officer.

Attachment Progress Site Review Equipment

\* - Mandatory Field

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Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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Search Objective 1

Open To hold offenders accountable by having Probation Officer accompany Probation Officers to Home Visits conducted by Rome Police Department.

Locked Task 1

Go to Rome Police Department Officers will conduct Home Visits according to departmental policy in order to hold offenders accountable In selected cases when the offender is under Probation supervision, Rome Police Department Officers might conduct a joint site visit with the appropriate Oneida County Probation Officer.

Attachment Progress

Site Review PerformanceMeasure 1 of 4 \*

Equipment The number of home visits made by Probation Officers in conjunction with Rome Police Department Officers.

Reports

Application \* - Mandatory Field

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Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home Search Open Locked	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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Objective 1  
 To hold offenders accountable by having Probation Officer accompany Probation Officers to Home Visits conducted by Rome Police Department.

Task 1  
Go to Rome Police Department Officers will conduct Home Visits according to departmental policy in order to hold offenders accountable In selected cases when the offender is under Probation supervision, Rome Police Department Officers might conduct a joint site visit with the appropriate Oneida County Probation Officer.

Attachment Progress Site Review PerformanceMeasure 2 of 4 \*

Equipment The results of the home visits conducted by the Oneida County Probation Officers.

Reports

Application Deficiency Draft Contract \* - Mandatory Field

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Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
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Home Search Open Locked	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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Objective 1

To hold offenders accountable by having Probation Officer accompany Probation Officers to Home Visits conducted by Rome Police Department.

Task 1

Go to Rome Police Department Officers will conduct Home Visits according to departmental policy in order to hold offenders accountable In selected cases when the offender is under Probation supervision, Rome Police Department Officers might conduct a joint site visit with the appropriate Oneida County Probation Officer.

Attachment Progress

Site Review PerformanceMeasure 3 of 4 \*

Equipment The number of arrests made as a result of the home visits.

Reports

Application Deficiency \* - Mandatory Field

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Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures  
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Home Search	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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Objective 1  
 To hold offenders accountable by having Probation Officer accompany Probation Officers to Home Visits conducted by Rome Police Department.

Task 1

Go to Rome Police Department Officers will conduct Home Visits according to departmental policy in order to hold offenders accountable In selected cases when the offender is under Probation supervision, Rome Police Department Officers might conduct a joint site visit with the appropriate Oneida County Probation Officer.

Attachment Progress Site Review PerformanceMeasure 4 of 4 \*

Equipment The number of Violations of Probation filed as a result of the home visits.

Reports

Application \* - Mandatory Field  
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Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
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Home	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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Search Objective 2 of 2 (Please enter an Objective and Save. You will then be asked to enter tasks and performance measures for this objective.)

Open Meet all reporting requirements to OPDV via the Grants Management System

Locked

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Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures  
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Home	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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Search Objective 2

Open Meet all reporting requirements to OPDV via the Grants Management System

Locked Task 1 of 1 \*

Complete necessary documentation in Grants Management System and submit to OPDV by due dates provided.

Go to

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Check Spelling

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Progress \* - Mandatory Field

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Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures  
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Home	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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Objective 2  
Meet all reporting requirements to OPDV via the Grants Management System  
Task 1  
Complete necessary documentation in Grants Management System and submit to OPDV by due dates provided.

Go to PerformanceMeasure 1 of 1 \*

Attachment Progress GMS report completed and submitted to OPDV by required due dates.

Site Review

Equipment \* - Mandatory Field

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**Project #:** OR12-1003-D00 **OPDV Recovery Act Subgrant Program** **Project Status:** Pending Signatures  
**Participant:** Oneida County

Project  
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General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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No questions are required for your application; please proceed to Acceptance.

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Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures  
 Participant: Oneida County

Home Search Open	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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Award OPDV Number - OR12200887  
 Funding Program - OPDV Recovery Act Subgrant Program

[Go to Attachment Progress Site Review Equipment](#)  
 The following Award Conditions must be certified.

[Reports Application Deficiency Draft Contract](#)

Type	Condition Item	Comments	Certified by	Certified Date
Special	Grantee agrees that if the project is not operational within 60 days of the original starting date o...	None		
Special	Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation...	None		
Special	All criminal justice information management software which Grantee may purchase or develop with fund...	None		
Special	In addition to the submission of program progress reports as outlined in Appendix A 1, the Grantee i...	None		
Special	The following condition will apply to contracts between two New York State governmental entities: ...	None		
Special	RECOVERY ACT SPECIAL CONDITIONS	None		
Special	Reporting and Registration Requirements under Section 1...	None		
Special	Access to Records; Interviews	None		
Special	The Grantee understands and agrees that DOJ (including OJ...	None		



Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures  
 Participant: Oneida County

Home Search Open Locked	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
<a href="#">Go to</a> <a href="#">Attachment</a> <a href="#">Progress</a> <a href="#">Site Review</a> <a href="#">Equipment</a>	Award Condition Type:Special							
<a href="#">Reports</a> <a href="#">Application</a> <a href="#">Deficiency</a> <a href="#">Draft</a> <a href="#">Contract</a>	<p>Subject:                      Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDV the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDV explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90 day period when warranted by extenuating circumstances.</p>							
<a href="#">Help</a> <a href="#">Logout</a>	Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.							
Login ID: oneipd	<p>This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Director of OPDV. This award is for the initial contract period stated on the attached contract signature page and subject to one or two 1 year renewal options as indicated on the attached contract signature page, contingent upon available appropriation and Grantee performance.</p>							
Version 2.5.14	<p>Comments:                      Press the Certify Condition button to indicate that you agree with the Condition statement and to Electronically Certify the Condition.</p>							
	<input type="button" value="Certify Condition"/>							
	<input type="button" value="Cancel"/>							

Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures  
 Participant: Oneida County

	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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Award Condition Type:Special

Subject:

Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

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The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

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Law enforcement Grantees are required on a monthly basis to submit a data extract file for the target jurisdiction to DCJS for crime mapping. Grantees may request a temporary waiver of the mapping requirement if this condition would prohibit the immediate implementation of this project. Information regarding the New York State Crime Mapping System can be made by calling the Customer Contact Center at 800 262 3257.

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Login ID:  
 oneipd

Comments:

Press the Certify Condition button to indicate that you agree with the Condition statement and to Electronically Certify the Condition.

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Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
**Participant: Oneida County**

	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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Home  
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Award Condition Type:Special

Subject:

All criminal justice information management software which Grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800 262 3257. Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services, as applicable.

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Grantee shall enroll as applicable in the ePagesNY Directory established and administered by DCJS. ePagesNY is a statewide directory service provided free of charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the ePagesNY Directory can be obtained by calling the DCJS Customer Contact Center at 800 262 3257.

Help  
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Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

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oneipd

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UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on line at [http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic\\_violence\\_reporting\\_alert\\_5\\_08\\_08.pdf](http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5_08_08.pdf). Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Comments:

Press the Certify Condition button to indicate that you agree with the Condition statement and to Electronically Certify the Condition.

**Project #:** OR12-1003-D00 **OPDV Recovery Act Subgrant Program** **Project Status:** Pending Signatures  
**Participant:** Oneida County

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<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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Award Condition Type:Special

**Subject:**

In addition to the submission of program progress reports as outlined in Appendix A 1, the Grantee is also required to report quarterly through the federal Performance Measurement Tool (PMT) to the federal Bureau of Justice Assistance (BJA) on performance measures. The grantee will sign onto the PMT utilizing the ID, password and instructions provided by DCJS and follow appropriate procedures to report data within 15 days after the end of the calendar quarter. Information about these Performance Measures can be found at: [http://www.ojp.usdoj.gov/BJA/grant/JAG\\_Measures.pdf](http://www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf)

No monies from this award or the accompanying match may be obligated to support the investigation, seizure, or closure of clandestine methamphetamine laboratories until such a time as DCJS has a mitigation plan in place which meets all applicable Federal, State and local laws and regulations and DCJS has the capability to ensure compliance and monitor activities.

FFY 2009 Byrne JAG ARRA expenditures must be made by February 28, 2013. Any extension beyond this time is contingent upon BJA's approval of the State's request for an award extension.

**Comments:**

Press the Certify Condition button to indicate that you agree with the Condition statement and to Electronically Certify the Condition.

Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
**Participant: Oneida County**

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<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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Award Condition Type:Special

Subject:

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Comments:

Press the Certify Condition button to indicate that you agree with the Condition statement and to Electronically Certify the Condition.

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Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
**Participant: Oneida County**

	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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Award Condition Type:Special

Subject:  
RECOVERY ACT SPECIAL CONDITIONS

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Reporting and Registration Requirements under Section 1512 of the Recovery Act

The Grantee is required to report the information described in Section 1512 of the Recovery Act using a form prescribed by DCJS. The form will collect the data elements required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109 282). The data provided will be used by DCJS to complete its reporting obligations under Section 1512 of the Recovery Act. The reports are due no later than 5 calendar days after each calendar quarter in which the Grantee receives Recovery Act funding. Information from these reports will be made available to the public. The Grantee will report:

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- (1) the total amount of recovery funds received;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities;
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including

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the name of the project or activity  
 a description of the project or activity  
 an evaluation of the completion status of the project or activity  
 an estimate of the number of jobs created and the number of jobs retained by the project or activity a description of the project or activity; and

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- (4) detailed information on any subawards or vendors retained by the Grantee.

Grantees must obtain and provide to OPDV a Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com). Grantees must also obtain and maintain a current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds.

**Separate Tracking and Reporting of Recovery Act Funds and Outcomes**

Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds (including DOJ grant funds from non Recovery Act grants awarded for the same or similar purposes or programs). Recovery Act funds may be used in conjunction with other funding as necessary, but tracking and reporting of Recovery Act funds must be separate. The accounting systems of all Grantees must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source.

The Grantee will ensure that all personnel whose activities are to be charged to a Recovery Act grant will maintain timesheets to document hours worked for activities related to the grant as well as non grant related activities.

Grantees must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

Comments:

Press the Certify Condition button to indicate that you agree with the Condition statement and to Electronically Certify the Condition.

**Project #:** OR12-1003-D00 **OPDV Recovery Act Subgrant Program** **Project Status:** Pending Signatures  
**Participant:** Oneida County

	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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Award Condition Type:Special

Subject:  
 Access to Records; Interviews

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The Grantee understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)) and DCJS, OPDV, and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any contractor or subcontractor. The Grantee also understands and agrees that DOJ, OPDV, DCJS, and the GAO are authorized to interview any officer or employee of the Grantee (or of any contractor or subcontractor) regarding transactions related to this Recovery Act award.

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One time Funding

The Grantee understands that awards under the Recovery Act will be one time awards and accordingly that its project activities and deliverables are to be accomplished without additional OPDV, DCJS or DOJ funding.

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Misuse of award funds

The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

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Additional Requirements and Guidance

The Grantee agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government wide) guidance and clarifications of Recovery Act requirements.

The Grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by DCJS. Compliance with these requirements will be monitored by DCJS.

The Grantee is required to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF SAC) required by OMB Circular A 133. This condition only applies if the Grantee is covered by the Single Audit Act Amendments of 1996 and OMB Circular A 133, "Audits of States, Local Governments, and Non Profit Organizations." This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF SAC by CFDA number, and inclusion of the prefix "ARRA " in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SFSAC. This information is needed to allow OPDV and DCJS to properly monitor Grantee expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.

Comments:

Press the Certify Condition button to indicate that you agree with the Condition statement and to Electronically Certify the Condition.

Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home Search Open	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
	Please certify any visible Assurances. If no Assurances are visible, you may continue editing your application, or submit for consideration. <input type="button" value="Save and Continue"/>							

Go to Attachment Progress Site Review Equipment	# Assurance	Certified by	Certified Date
	NEW YORK STATE OFFICE FOR THE PREVENTION OF DOMESTIC VIOLENCE Certified Assurances for Federally-supported Projects, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug Free Workplace Requirements; Standard Assurances		
Reports Application Deficiency Draft Contract	1 The applicant hereby assures and certifies compliance with all Federal and State statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-87, A-102, A-110, A-122, A-133, , E.O. 12372 (intergovernmental review of federal programs) and Uniform Administrative Requireme...		

Help Logout The following Appendices must be certified before the Project can be E-Signed.

Help Logout	# Appendix	Certified by	Certified Date
Login ID: oneipd	STATE OF NEW YORK MULTI YEAR AGREEMENT		
Version 2.5.14	1 This AGREEMENT is hereby made by and between the New York State Office for the Prevention of Domestic Violence, hereinafter referred to as (OPDV) of 80 Wolf Road, Suite 406, Albany, NY and the CONTRACTOR identified on the face page hereof.  WITNESSETH: WHEREAS, OPDV has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and  WHEREAS, the CONTRACTOR is ready,...		
	2 APPENDIX A  STANDARD CLAUSES FOR NYS CONTRACTS  The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):  1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to ...		
	3 APPENDIX A1 AGENCY-SPECIFIC CLAUSES  1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.  For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is e...		
	4 APPENDIX C PAYMENT AND REPORTING SCHEDULE  NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.  For All Contractors:  1. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Contractor. A purchase order issued without		



<p>receipt of the items or service is not eligible for reimbursement.</p> <p>2. Contractors must submit all required fis...</p>		
<p>APPENDIX E (American Recovery and Reinvestment Act of 2009 Additional Terms and Conditions)</p> <p>Posting Job Listings on the New York State Job Exchange (Rider A)</p> <p>All CONTRACTS funded under the American Recovery and Reinvestment Act of 2009 (ARRA) must post all related jobs through the Department of Labor Job Exchange which is a free service that allow public access. There are four ways that the Grantee can post jobs on the Exchange website.</p> <p>5 Option 1:</p> <p>The preferred approach is for the company to initially register through the New York State Department...</p>		

Project **Project #: OR12-1003-D00 OPDV Recovery Act Subgrant Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home Search Open	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
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View checklist items by choosing criteria from the dropdown boxes and pressing Go.

Type:  Status:

Go to Attachment Progress Site Review Equipment	Type	Checklist Item	Status	Start	Due	Approved	Comments	N/A
	Close-Out	Closeout	Pending				None	<input type="checkbox"/>
	Close-Out	Closeout	Pending				None	<input type="checkbox"/>
	Close-Out	Closeout	Pending				None	<input type="checkbox"/>

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# Griffiss International Airport

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



ANTHONY J. PICENTE, JR.  
County Executive

Michael C. Lawrence, Jr.  
Acting Commissioner of Aviation

FN 20 12 - 384

September 4, 2012

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

**AIRPORT  
WAYS & MEANS**



Re: FAA AIP Project - Rehabilitation of Taxiways (Phase/Contract I, Construction)  
CHA Consulting, Capt. Acct. H-339

Dear County Executive Picente,

The Oneida County Board of Legislators Resolution No. 7 of 2011 provided the County Executive authorization to apply for Federal Aviation Administration (FAA) Griffiss Redevelopment Grants identified in Capital Project H-339. FAA has subsequently recommended advancement of a potential grant for the Rehabilitation of Taxiways, Phase I - Construction and Phase II - Design. This project grant application is estimated at \$5,925,000 with 90% Federal share (\$5,332,500), 5% State share (\$296,250) and 5% County share (\$296,250).

In anticipation of a grant offer from the Federal Aviation Administration (FAA), the Department of Aviation is submitting for approval an agreement from CHA Consulting, to provide professional Construction Administration services with additional Survey and Design (T/W "K") for the Taxiway Rehabilitation, Phase/Contract I - Construction. The fee for the construction services phase is \$93,781.21. (CHA as our Phase I design consultant will also share separate construction administration duties with C&S Engineers, selected for as our project's full time construction observation and administration consultant).


An Independent Fee Estimate (IFE), as required by FAA, was performed and determined CHA Consulting's fee as fair and reasonable. The Oneida County Board of Legislators (F.N. 2009-415, Res. No. 348) has designated CHA Consulting as an approved Airport Consultant. Board of Acquisition and Contract acceptance was received on August 29, 2010.

Please consider acceptance of this agreement with CHA Consulting for professional Construction Administration services at a fee of \$93,781.21 *conditional upon FAA concurrence and grant offer*. The FAA Airport Improvement Program will provide 90% Federal funding (\$84,403.09). The State funding match is anticipated at 5% (\$4,689.06) and the local county share also 5% (\$4,689.06). Funding is provided through Capital Account H-339. Upon acceptance, please forward to the Oneida County Board of Legislators at the earliest date possible for their consideration and approval. Charge Capital Account H-339.

Sincerely,

  
Michael C. Lawrence, Jr.  
Acting Commissioner

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

  
Anthony J. Picente, Jr.  
County Executive

wfa/Attach.  
cc: W.Applebee

Date 10/4/12

Oneida County Department: Aviation

Competing Proposal   x    
Only Respondent         
Sole Source RFP       

## Oneida County - Contract Summary

**Name of Proposing Organization:** CHA Consulting

**Title of Activity or Service:**  
Construction Administration Services  
for Phase 1 Taxiway rehabilitation

**Client Population/No. to be Served:** N/A

**Summary Statements:**

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

This contract is to provide services for the Construction Administration and additional Design work for the Phase 1 taxiway project

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

This contract is to provide services for the Construction Administration and additional Design work for the Phase 1 taxiway project

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

**Total Funding Requested:** \$ 93,781.21

**Oneida County Department Funding  
Recommendation:**

**Account #** H-339

<b>Proposed Funding Source:</b>	<b>Federal</b>	\$84,403.09	<b>State</b>	\$4689.06	<b>County</b>	\$4689.06
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**Cost Per Client Served:** N/A

**Past Performance Data:**

**Oneida County Department Staff Comments:** Approved by A&C on 8-29-2012



COPY

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 27th day of June, 2012, by and between CHA Consulting, Inc. (hereinafter "CHA") and Oneida County Department of Aviation (hereinafter "Client").

Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

**1. Services of CHA**

CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached hereto and incorporated herein with respect to Construction Administration for Rehabilitation of Taxiways Contract 1 at Griffiss International Airport (hereinafter the "Project"). Any activities or Services not included within the scope of the Services will be considered "Extra Services" and will require additional compensation.

**2. Schedule of Services**

CHA shall use its best efforts to complete the Services in a timely fashion so as to meet Client's requirements. If Client requests significant modifications or changes in the scope or requests Extra Services, the time for performance shall be correspondingly adjusted. If the parties have agreed to a specific Project schedule and specific milestone dates, such information shall be set forth in Exhibit B attached hereto.

**3. Responsibilities of Client**

(a) Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA's work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. When requested by CHA, the Client shall furnish all reasonable assistance necessary for CHA to perform appropriate site investigations.

(b) Client shall provide all criteria and full information as to the Client's requirements for the Project; designate a person to act with authority on the Client's behalf in respect to all aspects of the Project; examine and respond promptly to CHA's submittals; and give prompt written notice to CHA whenever the Client observes or otherwise becomes aware of any defect in the work.

(c) Client shall notify CHA promptly of all known or suspected Hazardous Material at the site, of any contamination of the site by Hazardous Materials, and of any other conditions requiring special care, and provide CHA with any available documents describing the nature, location and extent of such materials, contamination or conditions.

**4. Compensation**

(a) As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C.

(b) Invoices will be rendered monthly for Services performed and expenses incurred during the previous month. Supporting documentation and additional detail will be provided upon Client's request. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31<sup>st</sup> day at the rate of 1% per month (12% per annum). Any late payment will be applied first to interest and then to the oldest outstanding balance due.

**11. Jobsite Safety**

Neither the professional activities of CHA, nor the presence of CHA or their employee's and/or sub-consultants at the construction site, shall relieve Client and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work or construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CHA and their personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the contractor(s) is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's Agreement with the contractor(s). The Client also agrees that CHA and CHA's consultants shall be indemnified by the contractors and shall be named as additional insureds under the contractor's general liability insurance policy.

**12. Test Results**

Test results apply only to materials actually tested and represent the condition of the tested material only at the time of testing. There are no expressed or implied warranties made or intended by CHA as to the applicability of test results for other than our purposes for preparation of the study or for any time beyond the actual field and laboratory testing. Unless otherwise stated in writing, the Client assumes responsibility for determining whether the quantity and the nature of the services ordered is adequate and sufficient for the Client's intended purposes.

**13. Insurance**

(a) CHA shall procure and maintain: (a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) comprehensive liability (CGL) insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim (\$8 million aggregate). Client, the New York State Department of Transportation, and the Federal Aviation Administration shall be named as additional insureds on CHA's CGL policy.

(b) Upon reasonable notice, Client shall provide CHA with copies of the certificates of insurance necessary to demonstrate that all contractors, subcontractors, independent contractors and others on the site have appropriate insurance coverage, including but not limited to commercial general liability, worker's compensation, disability and, where applicable, professional liability coverage.

**14. Indemnification**

(a) Client shall indemnify CHA, its officers, directors, shareholders, partners, agents and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of, or in any manner connected with, the performance of the Services to the extent caused by Client's negligent acts, errors or omissions.

(b) CHA shall indemnify Client, its officers, directors, shareholders, partners, agents and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of, or in any manner connected with, the performance of the Services to the extent caused by CHA's negligent acts, errors or omissions.

**15. Limitation on Liability**

The total liability of CHA and its partners, officers, directors, shareholders, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of \$1,000,000, whichever is greater.

**24. Force Majeure**

CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its control, including, but not limited to: (1) strikes, lockouts, work slowdowns or stoppages; (2) Acts of God; or (3) failure of Client to furnish information in a timely manner.

**25. Choice of Law/Jurisdiction**

This Agreement shall be governed by and construed in accordance with the law of the State of New York. The parties agree that this contract was negotiated and entered into in the State of New York and the parties consent to utilize the New York federal and state courts venued in Albany.

**26. No Personal Liability**

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement.

**27. Notices**

Any and all notices provided for under this Agreement shall be in writing and shall be deemed to have been sufficiently given if personally delivered or if mailed, postage prepaid, by certified or return receipt requested mail addressed to the parties at the addresses set forth below:

<b>CHA</b>	<b>CLIENT</b>
CHA	Griffiss International Airport
Attn: Michael A. Platt, Esq.	Attn: Chad Lawrence
3 Winners Circle	592 Hangar Road, Suite 200
Albany, NY 12205	Rome, NY 13441

Notice given by certified mail shall be deemed complete on the third business day after mailing.

**28. Representations**

Each party represents and warrants to the other that:

- (a) It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
- (b) The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
- (c) The individual signing on its behalf is duly authorized to execute this Agreement to legally bind such party.



## EXHIBIT A

### Scope of Services

#### CONSTRUCTION ADMINISTRATION

CHA proposes to provide construction administration services along with additional survey and design for a portion of Taxiway K. This is proposed in conjunction with the Rehabilitation of Taxiways' Contract 1 project at Griffiss International Airport.

The duties, responsibilities and the limitations on the authority of the CA staff shall be as follows:

1. Schedule:

Review the construction schedule prepared by the Contractor for compliance with the contract and give written advice concerning its acceptability.

2. Conferences:

Attend pre-construction conference(s) and weekly job meetings from July through November.

3. Shop Drawings:

a. Review shop drawings and other submissions from the Contractor; record data received, maintain a file of the drawings and submissions, and provide to Resident Engineer for verification of Contractor compliance.

b. Receive from the Contractors all shop drawings, product data, samples, coordination drawings and other submittals. Coordinate them with information contained in related documents and, if necessary, prepare composite coordination drawings. Establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples, coordination drawings and other submittals.

4. Interpretation of Contract Documents:

Transmit to the Contractor the OWNER'S and the CONSULTANT'S interpretation of the  
Contract  
Documents

5. Modifications:

Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the OWNER for inclusion into the PROJECT documents.





**EXHIBIT B**

**Schedule of Services**

Scope of services to be completed by November 1, 2013.

**EXHIBIT C**

**Compensation**

Per attached.

**GRIFFISS INTERNATIONAL AIRPORT**  
**Rehabilitation of Taxiways Contract 1**

**EXHIBIT C**

**CLOUGH, HARBOUR & ASSOCIATES**  
**EXHIBIT B**  
**DESIGN SUPPORT DURING CONSTRUCTION**

JOB TITLE	ASCE (A) OR NICET (N) GRADE EQUIV.	TASK HOURS							TOTAL HOURS	PROJ HOURLY RATE	DIRECT SALARY COST
		Admin	QA/QC	Shop Drawing	Progress Meetings	Project Modifications	Taxiway K Const Dwg.	As-Builts			
Managing Engineer	VIII	4	2					6	\$60.00	\$360.00	
Const. Coordinator	IV	8	15	2	4			33	\$44.00	\$1,452.00	
Principal Engineer	VI							0	\$56.00	\$0.00	
Senior Engineer	V	4	24	40	125	36	24	293	\$45.00	\$13,185.00	
Project Engineer	IV		12	60	8	22	32	194	\$32.13	\$6,232.37	
Engineer	II							0	\$24.71	\$0.00	
Sr. Engr. Designer/CADD	N/A		4			16	60	140	\$31.04	\$4,346.16	
Survey Team	N/A						60	100	\$60.00	\$6,000.00	
Technical Typist	N/A	4			4			8	\$16.58	\$132.62	

TOTAL TASK HOURS	20	57	102	141	74	176	204	774
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**SUBTOTAL**

**\$31,708.00**

NOTES:  
 Breakdown of Task Hours correspond to tasks outlined in Section II - Basic Services of the Consultant, Subsection D - Basic Construction Phase Services of the Professional Services Agreement.

CLOUGH, HARBOUR & ASSOCIATES  
EXHIBIT E  
SUMMARY

	<u>CHA</u> <u>DESIGN</u>	<u>CHA</u> <u>CONST.</u>	<u>TOTAL</u>
1. Direct Salary Costs (DSC)	\$31,708.00	\$0.00	\$31,708.00
2. Direct Salary Costs - Premium Portion of Overtime (DSC-P)		\$0.00	\$0.00
3. Overhead (OH)			
145.28 % x DSC (HOME)	\$46,065.38		\$46,065.38
122.36 % x DSC (FIELD)		\$0.00	\$0.00
110 % x DSC (POPLI FIELD)			\$0.00
4. Direct Non - Salary Costs (DNSC)	\$250.00	\$3,525.50	\$3,775.50
5. Fixed Fee(15% DSC+OH+DNSC+DSC-P)	\$11,703.51	\$528.83	\$12,232.33
<b><u>SUB-TOTALS</u></b>	\$89,726.89	\$4,054.33	\$93,781.21
<b><u>AGREEMENT TOTAL</u></b>	<b><u>\$93,781.21</u></b>		

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

## **5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.



appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

**Contractor**

By: \_\_\_\_\_

By: William S. Lucarelli  
Name:

Oneida County Executive

William S Lucarelli

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney



**COPY**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 27th day of June, 2012, by and between CHA Consulting, Inc. (hereinafter "CHA") and Oneida County Department of Aviation (hereinafter "Client").

Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

**1. Services of CHA**

CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached hereto and incorporated herein with respect to Construction Administration for Rehabilitation of Taxiways Contract 1 at Griffiss International Airport (hereinafter the "Project"). Any activities or Services not included within the scope of the Services will be considered "Extra Services" and will require additional compensation.

**2. Schedule of Services**

CHA shall use its best efforts to complete the Services in a timely fashion so as to meet Client's requirements. If Client requests significant modifications or changes in the scope or requests Extra Services, the time for performance shall be correspondingly adjusted. If the parties have agreed to a specific Project schedule and specific milestone dates, such information shall be set forth in Exhibit B attached hereto.

**3. Responsibilities of Client**

(a) Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA's work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. When requested by CHA, the Client shall furnish all reasonable assistance necessary for CHA to perform appropriate site investigations.

(b) Client shall provide all criteria and full information as to the Client's requirements for the Project; designate a person to act with authority on the Client's behalf in respect to all aspects of the Project; examine and respond promptly to CHA's submittals; and give prompt written notice to CHA whenever the Client observes or otherwise becomes aware of any defect in the work.

(c) Client shall notify CHA promptly of all known or suspected Hazardous Material at the site, of any contamination of the site by Hazardous Materials, and of any other conditions requiring special care, and provide CHA with any available documents describing the nature, location and extent of such materials, contamination or conditions.

**4. Compensation**

(a) As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C.

(b) Invoices will be rendered monthly for Services performed and expenses incurred during the previous month. Supporting documentation and additional detail will be provided upon Client's request. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31<sup>st</sup> day at the rate of 1% per month (12% per annum). Any late payment will be applied first to interest and then to the oldest outstanding balance due.

**5. Termination**

(a) This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Client's failure to make payments when due for Services and expenses shall be deemed a material failure permitting CHA to terminate this Agreement.

(b) In the event of termination of this Agreement not caused by the fault of CHA, CHA shall be compensated for Services performed and expenses incurred prior to the date of termination along with all reasonable and necessary expenses attributable to such termination.

**6. Suspension**

(a) If CHA fails to receive payment when due for Services and expenses, CHA may, upon seven (7) days written notice to Client, suspend performance of the services without further notice. Upon a suspension of Services, CHA shall have no liability to the Client for delay or damage caused by such suspension.

(b) CHA shall not be obligated to perform any Extra Services unless and until a fully executed and authorized Extra Services Authorization has been signed and approved by the Client.

**7. Estimates of Costs and Schedules**

CHA's estimate of construction costs and schedules are for budget and planning assistance purposes only. Cost and schedule estimates are based on CHA's professional judgment of the requirements known at the time of the Agreement. Accordingly, CHA does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluation or studies submitted by CHA to Client.

**8. Relationship of Parties**

CHA is, and shall at all times during the term of this Agreement be, an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

**9. Use of Documents**

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain both the Client's and CHA's property. CHA shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client's use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of Services or any other project or purpose for which they were not prepared, without CHA's express written consent. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

**10. Standard of Care**

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. There are no expressed or implied warranties, including the implied warranties or merchantability and fitness for a particular purpose, not specified herein.



**11. Jobsite Safety**

Neither the professional activities of CHA, nor the presence of CHA or their employee's and/or sub-consultants at the construction site, shall relieve Client and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work or construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CHA and their personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the contractor(s) is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's Agreement with the contractor(s). The Client also agrees that CHA and CHA's consultants shall be indemnified by the contractors and shall be named as additional insureds under the contractor's general liability insurance policy.

**12. Test Results**

Test results apply only to materials actually tested and represent the condition of the tested material only at the time of testing. There are no expressed or implied warranties made or intended by CHA as to the applicability of test results for other than our purposes for preparation of the study or for any time beyond the actual field and laboratory testing. Unless otherwise stated in writing, the Client assumes responsibility for determining whether the quantity and the nature of the services ordered is adequate and sufficient for the Client's intended purposes.

**13. Insurance**

(a) CHA shall procure and maintain: (a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim (\$8 million aggregate).

(b) Upon reasonable notice, Client shall provide CHA with copies of the certificates of insurance necessary to demonstrate that all contractors, subcontractors, independent contractors and others on the site have appropriate insurance coverage, including but not limited to commercial general liability, worker's compensation, disability and, where applicable, professional liability coverage.

**14. Indemnification**

(a) Client shall indemnify CHA, its officers, directors, shareholders, partners, agents and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of, or in any manner connected with, the performance of the Services to the extent caused by Client's negligent acts, errors or omissions.

(b) CHA shall indemnify Client, its officers, directors, shareholders, partners, agents and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of, or in any manner connected with, the performance of the Services to the extent caused by CHA's negligent acts, errors or omissions.

**15. Limitation on Liability**

The total liability of CHA and its partners, officers, directors, shareholders, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of \$1,000,000, whichever is greater.



**16. Assignment of Rights**

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other.

**17. Use of Subconsultants**

CHA may use independent professional associates, consultants or subcontractors in the performance of a portion of the Services.

**18. Third Party Beneficiary**

The Services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on CHA's performance of its Services hereunder. No right to assert a claim against CHA, its officers, employees, agents or consultants shall accrue to any third party as a result of this Agreement or the performance or non-performance of CHA's Services hereunder.

**19. No Consequential Damages**

In no event shall CHA be liable to Client or the Client to CHA for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by Client/CHA.

**20. Electronic Media**

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. Client agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

**21. No Waiver**

No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

**22. Severability and Reformation**

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**23. Integration & Amendments**

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties.



**24. Force Majeure**

CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its control, including, but not limited to: (1) strikes, lockouts, work slowdowns or stoppages; (2) Acts of God; or (3) failure of Client to furnish information in a timely manner.

**25. Choice of Law/Jurisdiction**

This Agreement shall be governed by and construed in accordance with the law of the State of New York. The parties agree that this contract was negotiated and entered into in the State of New York and the parties consent to utilize the New York federal and state courts venued in Albany.

**26. No Personal Liability**

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement.

**27. Notices**

Any and all notices provided for under this Agreement shall be in writing and shall be deemed to have been sufficiently given if personally delivered or if mailed, postage prepaid, by certified or return receipt requested mail addressed to the parties at the addresses set forth below:

CHA	CLIENT
CHA	Griffiss International Airport
Attn: Michael A. Platt, Esq.	Attn: Chad Lawrence
3 Winners Circle	592 Hangar Road, Suite 200
Albany, NY 12205	Rome, NY 13441

Notice given by certified mail shall be deemed complete on the third business day after mailing.

**28. Representations**

Each party represents and warrants to the other that:

- (a) It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
- (b) The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
- (c) The individual signing on its behalf is duly authorized to execute this Agreement to legally bind such party.



IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

CHA

ONEIDA COUNTY DEPARTMENT OF  
AVIATION

By	<u><i>William S. Lucarelli</i></u>	By	_____
Name	<u>William S. Lucarelli</u>	Name	_____
Title	<u>Executive Vice President</u>	Title	_____
Date:	<u>June 29, 2012</u>	Date:	_____

**CHA**

## EXHIBIT A

### Scope of Services

#### CONSTRUCTION ADMINISTRATION

CHA proposes to provide construction administration services along with additional survey and design for a portion of Taxiway K. This is proposed in conjunction with the Rehabilitation of Taxiways' Contract 1 project at Griffiss International Airport.

The duties, responsibilities and the limitations on the authority of the CA staff shall be as follows:

1. Schedule:

Review the construction schedule prepared by the Contractor for compliance with the contract and give written advice concerning its acceptability.

2. Conferences:

Attend pre-construction conference(s) and weekly job meetings from July through November.

3. Shop Drawings:

a. Review shop drawings and other submissions from the Contractor; record data received, maintain a file of the drawings and submissions, and provide to Resident Engineer for verification of Contractor compliance.

b. Receive from the Contractors all shop drawings, product data, samples, coordination drawings and other submittals. Coordinate them with information contained in related documents and, if necessary, prepare composite coordination drawings. Establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples, coordination drawings and other submittals.

4. Interpretation of Contract Documents:

Transmit to the Contractor the OWNER'S and the CONSULTANT'S interpretation of the  
Contract  
Documents

5. Modifications:

Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the OWNER for inclusion into the PROJECT documents.





6. Records:

- a. The Resident Engineer shall maintain a redline set of construction drawings for the sole purpose of recording as-built conditions observed during construction. Each sheet shall be marked in red pencil to record any approved changes made in the work as they occur. CHA shall be provided a complete file of approved field sketches, diagrams, and other modifications of the work by the Resident Engineer. CHA will incorporate the redlined set of construction drawings into the final record drawings.
- b. If the Resident Project Services are performed by a firm other than the design consultant, both firms shall certify the Record Drawings. A principal of the firm shall sign each sheet in indelible ink and certify them to be "Record Drawing". The certification shall be located on the lower right hand corner on each sheet and state the following:

"I hereby certify by my signature below, that I have prepared this record drawing which is, to the best of my knowledge, a true representation of the work as constructed on the \_\_\_\_\_, Project No. \_\_\_\_."

7. Completion:

- a. Conduct final inspection in the company of the Resident Engineer and the OWNER and assist the Resident Engineer in preparing a final list of items to be corrected.

8. Limitations of Authority:

Except upon written instruction from the OWNER, the Resident Project Representative:

- a. Shall not authorize deviation from the Contract Documents.
- b. Shall not undertake any of the responsibilities of the Contractor, the sub- contractors or the Contractor's field superintendent, including any responsibility for the safety of their personnel.
- c. Shall not expedite the work for the Contractor.
- d. Shall not advise the Contractor on, or issue directions relative to, any aspect of construction means, methods, techniques, sequences or procedures, or for the Contractor's safety precautions and programs in connection with the Work.



**EXHIBIT B**

**Schedule of Services**

Scope of services to be completed by November 1, 2013.

**EXHIBIT C**

**Compensation**

Per attached.

**GRIFFISS INTERNATIONAL AIRPORT  
Rehabilitation of Taxiways Contract 1**

**EXHIBIT C**

**CLOUGH, HARBOUR & ASSOCIATES  
EXHIBIT A**

JOB TITLE	ASCE (A) OR NICET (N) GRADE EQUIV.	AVG. RATE Jul-11	PROJECTED Oct-11	2012 MAXIMUM	OVERTIME CATEGORY
Managing Engineer	VIII (A)	\$82.06	\$82.06	\$82.06	A
Principal Engineer	VI (A)	\$55.00	\$56.00	\$57.00	A
Senior Engineer	V (A)	\$45.00	\$46.00	\$47.00	B
Project Engineer	IV (A)	\$30.89	\$32.13	\$44.87	B
Asst. Project Engineer	III (A)	\$23.76	\$24.71	\$28.72	B
Pr. Engr. Technician/Drafter	IV (N)	\$29.85	\$31.04	\$42.63	B
Sr. Engr. Technician/Drafter	III (N)	\$23.31	\$24.24	\$30.90	B
Technical Typist	N/A	\$15.94	\$16.58	\$23.42	B/C
Const. Coordinator	IV (N)	\$55.10	\$57.30	\$56.75	A
Resident Engineer	IV (N)	\$36.50	\$37.96	\$43.82	C
Office Engineer	III (N)	\$32.00	\$33.60	\$35.28	C
Asst. Office Engineer	II (N)	\$25.22	\$26.23	\$31.10	C
Senior Inspector	III (N)	\$32.00	\$33.60	\$35.28	C
Inspector	II (N)	\$26.00	\$27.04	\$30.13	C
Junior Inspector	I (N)	\$19.42	\$20.20	\$21.50	C

Overtime Policy:

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Notes:

1. A night shift differential of 10% will be applied to all Direct Tech. Labor for work shifts between the hrs of 8:00 p.m.- 6:00 a.m.
2. Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

**GRIFISS INTERNATIONAL AIRPORT**  
**Rehabilitation of Taxiways Contract 1**

**EXHIBIT C**

**CLOUGH, HARBOUR & ASSOCIATES**  
**EXHIBIT B**  
**DESIGN SUPPORT DURING CONSTRUCTION**

JOB TITLE	ASCE (A) OR NICET (N) GRADE	TASK HOURS							TOTAL HOURS	PROJ HOURLY RATE	DIRECT SALARY COST
		Admin	QA/QC	Shop Drawing	Progress Meetings	Project Modifications	Taxiway K Const Dwg.	As-Builts			
Managing Engineer	VIII	4	2					6	\$60.00	\$360.00	
Const. Coordinator	IV	8	15	2	4			33	\$44.00	\$1,452.00	
Principal Engineer	VI							0	\$56.00	\$0.00	
Senior Engineer	V	4	24	40	125	36	24	293	\$45.00	\$13,185.00	
Project Engineer	IV		12	60	8	22	32	194	\$32.13	\$6,232.37	
Engineer	II							0	\$24.71	\$0.00	
Sr. Engr. Designer/CADD	N/A		4			16	60	140	\$31.04	\$4,346.16	
Survey Team	N/A						60	100	\$60.00	\$6,000.00	
Technical Typist	N/A	4			4			8	\$16.58	\$132.62	

TOTAL TASK HOURS	20	57	102	141	74	176	204	774
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**SUBTOTAL**

**\$31,708.00**

**NOTES:**

Breakdown of Task Hours correspond to tasks outlined in Section II - Basic Services of the Consultant, Subsection D - Basic Construction Phase Services of the Professional Services Agreement.

**GRIFFISS INTERNATIONAL AIRPORT**  
**Rehabilitation of Taxiways Contract 1**

**EXHIBIT C**

**CLOUGH, HARBOUR & ASSOCIATES**  
**EXHIBIT D**  
**DIRECT NON - SALARY EXPENSES**

	<u>CHA</u> <u>DESIGN</u>	<u>CHA</u> <u>CONST.</u>	<u>TOTAL</u>
1. Vehicle Mileage			
a) On - Site			
Resident Engineer x 21 days/month x 4 month const. duration x 5 miles/day =			
450 miles x \$0.550 per mile		\$248	\$248
1 Sr. Inspector x 21 days/month x 7 month const. duration x 10 miles/day =			
0 miles x \$0.550 per mile		\$0	\$0
1 Inspector x 21 days/month x 7 month const. duration x 10 miles/day =			
0 miles x \$0.550 per mile		\$0	\$0
b) To and From Site			
Construction Coordinator: 20 trips x 260 miles/trip =			
5200 miles x \$0.550 per mile		\$2,860	\$2,860
tolls \$8.40 x 20		\$168	\$168
Project Engineer: trips x 20 miles/trip =			
0 miles x \$0.000 per mile	\$0		\$0
2. Film and Developing/ Digital Camera Supplies			
a) Project aerial photographs deliverables and mapping	0	\$50	\$50
3. Printing and Reproduction Costs (estimated)	\$250.00	\$75	\$325
4. Expendable Equipment and Supplies			
a) Office Supplies & Publications		\$125.00	\$125.00
5. Cellular Phones:           3 telephones @           \$100 /mo. X           6 months =		\$0	\$0
6. IR software Lic           Appia licenses		\$0	\$0
	<b><u>TOTAL DIRECT NON-SALARY COST</u></b>	<b><u>\$250</u></b>	<b><u>\$3,525.50</u></b>
			<b><u>3,775.50</u></b>

**CLOUGH, HARBOUR & ASSOCIATES**  
**EXHIBIT E**  
**SUMMARY**

	<b><u>CHA</u></b> <b><u>DESIGN</u></b>	<b><u>CHA</u></b> <b><u>CONST.</u></b>	<b><u>TOTAL</u></b>
1. Direct Salary Costs (DSC)	\$31,708.00	\$0.00	\$31,708.00
2. Direct Salary Costs - Premium Portion of Overtime (DSC-P)		\$0.00	\$0.00
3. Overhead (OH)			
145.28 % x DSC (HOME)	\$46,065.38		\$46,065.38
122.36 % x DSC (FIELD)		\$0.00	\$0.00
110 % x DSC (POPLI FIELD)			\$0.00
4. Direct Non - Salary Costs (DNSC)	\$250.00	\$3,525.50	\$3,775.50
5. Fixed Fee(15% DSC+OH+DNSC+DSC-P)	\$11,703.51	\$528.83	\$12,232.33
<b><u>SUB-TOTALS</u></b>	\$89,726.89	\$4,054.33	\$93,781.21
<b><u>AGREEMENT TOTAL</u></b>	<b><u>\$93,781.21</u></b>		

**ADDENDUM**

THIS ADDENDUM, entered into on this \_\_\_ day of \_\_\_\_\_,  
between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor,  
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as  
CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease,  
amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing  
have recommended the inclusion of the standard clauses set forth in this Addendum to be  
included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the  
following clauses which are hereby made a part of the Contract.

**1. Executor or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to  
anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal  
Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.



- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
    - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

## **5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.



## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

**Contractor**

By: \_\_\_\_\_

By: William S. Lucarelli

Oneida County Executive

Name:

William S Lucarelli

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney



# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

PATRICE A. BOGAN, MS, FNP  
INTERIM DIRECTOR OF HEALTH

## ADMINISTRATION

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

September 24, 2012

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

FN 20

12 - 385

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: HRI Contract Number: 3492-05



Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County through its Health Department and Health Research, Inc. (HRI)

The New York State Department of Health Cancer Services Program functions to improve access to, and utilization of, high quality, guideline-concordant cancer screening services for all residents of New York State. The NYSDOH Cancer Services Program oversees the delivery of comprehensive breast, cervical and colorectal cancer screening services to eligible New York State residents through contracts with community-based coalitions known as Cancer Service partnerships. Cancer Services Program partnerships include both the contracting agency (Cancer Service Program contractor) and the area's participating health care providers and community organizations. These partnerships provide patient education, screening and diagnostic services and assist those diagnosed with cancer to obtain prompt treatment. Contractors are expected to comply with the New York State Department of Health Cancer Service Program Operations Manual. This manual and any updates to the manual will be provided to all contractors.

The term of this agreement shall become effective on June 30, 2012 and remain in effect through June 29, 2013. Reimbursement is in the amount of \$52,824 and is 100% federally funded.

The reason this agreement is being forwarded for signature after the effective date is due to the late receipt of agreement. This is not a program mandated by Public Health Law.

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

Sincerely,

*Patrice A. Bogan, MS, FNP*

Patrice A. Bogan, MS, FNP  
Interim Director of Health

attachments  
ry

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

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

Date 10/2/12



**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:** Sherrie L. Abate, Contract Administrator II

**SUMMARY STATEMENTS:** The New York State Department of Health Cancer Services Program functions to improve access to, and utilization of, high quality, guideline-concordant cancer screening services for all residents of New York State. The NYSDOH Cancer Services Program oversees the delivery of comprehensive breast, cervical and colorectal cancer screening services to eligible New York State residents through contracts with community-based coalitions known as Cancer Service partnerships. Cancer Services Program partnerships include both the contracting agency (Cancer Service Program contractor) and the area’s participating health care providers and community organizations. These partnerships provide patient education, screening and diagnostic services and assist those diagnosed with cancer to obtain prompt treatment. Contractors are expected to comply with the New York State Department of Health Cancer Service Program Operations Manual. This manual and any updates to the manual will be provided to all contractors.

**PREVIOUS CONTRACT YEAR:** June 30, 2011 through June 29, 2012  
**TOTAL:** \$45,469

**THIS CONTRACT YEAR:** June 30, 2012 through June 29, 2013  
**TOTAL:** \$52,824

\_\_\_\_\_ **NEW**        X   **RENEWAL**      \_\_\_\_\_ **AMENDMENT**

**FUNDING SOURCE:** A4090.495      A3451  
Less Revenues: \_\_\_\_\_  
Federal Funds (HRI)                      \$52,824  
County Dollars – Previous Contract      \$ -0-  
County Dollars – This Contract              \$ -0-

**SIGNATURE:** Patrice A. Bogan, MS, FNP  
**DATE:** September 24, 2012



AGREEMENT

This Agreement, made this 7<sup>th</sup> day of Sept 2012 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 560, Menands, NY 12204, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County Department of Health  
185 Genesee St.  
Adirondack Bank Building  
Utica, NY 13501 hereinafter referred to as the "Contractor"  
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 1U58DP00387901, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:  
*Integrated Cancer Services Program*

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

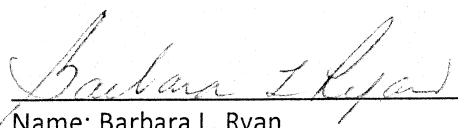
Definitions: Throughout this Agreement, the following terms shall have the following definitions:

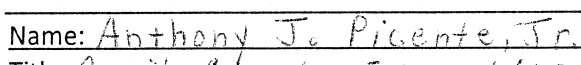
- "Contract Start Date": 06/30/2012                      "Contract End Date": 06/29/2013
- "Total Contract Amount": \$52,824
- "HRI Project Director": Wallace, Dr. Barbara
- "Required Voucher Frequency": Monthly
- "HRI Contract Number": 3492-05
- "Catalog of Federal Domestic Assistance Number": 93.283 ("This contract is "Federally" funded.")
- "Budget Flexibility Percentage": 0 %

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

- Exhibit A - "Scope of Work"
- Exhibit B - "Budget"
- Exhibit C - Reporting/Vouchering Instructions
- Attachment A - "General Conditions for HRI Contracts"
- Attachment B - "Program Specific Clauses" (if checked) [ ]
- Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) [ ]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc.  
  
  
\_\_\_\_\_  
Name: Barbara L. Ryan  
\_\_\_\_\_  
Title: Executive Director

Oneida County Department of Health  
Federal ID: 15-6000460-  
  
  
\_\_\_\_\_  
Name: Anthony J. Picente, Jr.  
\_\_\_\_\_  
Title: Oneida County Executive





## EXHIBIT A

### CSP Program Overview

The New York State Department of Health (NYSDOH) Cancer Services Program (CSP) functions to improve access to, and utilization of, high quality, guideline-concordant cancer screening services for all residents of New York State (NYS). The NYSDOH CSP oversees the delivery of comprehensive breast, cervical and colorectal cancer screening services to eligible New York State (NYS) residents through contracts with community-based coalitions known as CSP partnerships. CSP partnerships include both the contracting agency (CSP contractor) and the area's participating health care providers and community organizations. These partnerships provide patient education, screening and diagnostic services and assist those diagnosed with cancer to obtain prompt treatment.

Contractors are expected to comply with the NYSDOH CSP Operations Manual. This manual and any updates to the manual will be provided to all contractors. Copies of the current manual may be obtained by emailing a request to [canserv@health.state.ny.us](mailto:canserv@health.state.ny.us)

### NYSDOH CSP Definitions

#### CSP Contractor ('contractor')

NYSDOH CSP contractors are responsible for coordinating or subcontracting for coordination of a community-based partnership in their proposed service area to offer comprehensive, age-appropriate and guideline-concordant cancer screening services. Comprehensive clinical screening services are defined as all guideline concordant screening services (breast, cervical and colorectal) to eligible men and women. CSP contractors receive a combination of funding from the federal Centers for Disease Control and Prevention (CDC) National Breast and Cervical Cancer Early Detection Program (NBCCEDP) and NYS to reimburse health care providers for eligible clinical services. CSP contractors provide services in every county of NYS.

CSP contractors are required to implement and manage the following activities of the CSP on the local level:

- Partnership building and management - build and maintain collaborative relationships with health, human service and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire service area.
- Outreach and public education - identify, educate and enroll eligible women and men from the priority populations into comprehensive, age-appropriate, guideline-concordant breast, cervical and colorectal cancer screening services.
- Screening and diagnostic services - establish systems and procedures for the provision of breast, cervical and colorectal cancer screening and diagnostic services to eligible populations, according to CSP guidelines.
- Case management - ensure that all men and women with abnormal cancer screening results are assessed for their need for case management services and are provided with such services to increase adherence to diagnostic and treatment recommendations.
- Program management - manage, coordinate and administer the program to implement all required activities and fulfill contractual agreements in a timely manner, and ensuring that barriers to implementation of the required activities are addressed to reduce potential effects on CSP performance.

#### CSP Partnership ('partnership')

A CSP partnership is defined as the CSP contractor plus community partners and health care providers that collectively initiate efforts to promote and provide cancer screening.

The basic premise of a partnership is that when individuals or organizations join together, they will be more successful in their collective efforts than they could be as individuals. Note that the term "partnership" does not imply a formal, legal entity.

The partnership model was selected as the most efficacious approach to provide statewide cancer screening services. The model is based on the concept of the "community of solution," in which varieties of existing community entities contribute and mobilize their resources collectively to solve a community problem. Through the partnership model, screening programs are better able to identify and meet the diverse needs of the priority populations in communities across the state. The diagram that follows illustrates the concept of the partnership and its partners and members.

Note: Facilitated Enrollers are persons designated to assist eligible men and women with enrollment in Medicaid, Family Health Plus and other public insurance programs. Facilitated Enrollers are located at many large health care provider facilities as well as many other community partner organizations. Many clients may be eligible for significant additional benefits if they are eligible for and enrolled in public insurance programs. CSP contractors, partners and providers play

an essential role in identifying these individuals, providing current information about public insurance programs and directing them to appropriate contacts for possible enrollment.

### **CSP Partners ('partners')**

CSP partners work with the CSP contractor to implement the required contract activities and ensure that the eligible women and men within their service area are educated, recruited and provided with age-appropriate, guideline-concordant breast, cervical and colorectal cancer screening and diagnostic services, case management services, enrollment in the NYS Medicaid Cancer Treatment Program (MCTP), and other services as needed. Community partners can identify barriers to services for their local population; and design effective strategies to overcome these barriers. Community partners are more likely to support interventions that they themselves have helped develop.

Partners can help CSP contractors reach their goals by:

- Expanding and maximizing resources.
- Coordinating program activities.
- Identifying approaches and resources to overcome obstacles to the provision of cancer screening and diagnostic follow-up for the CSP priority populations.
- Using their relationships to identify, educate and move community members to cancer screening services
- Promoting the delivery of breast, cervical and colorectal cancer screening.

Partners include community organizations (such as service clubs, senior services programs, libraries, faith-based organizations, community centers, chambers of commerce, etc.); health care providers in a variety of settings (hospitals, community health centers, local health departments, clinics, family planning providers, primary care providers, specialists, etc.); local businesses (media representatives, beauty salons and barbershops, etc.); health-related organizations (American Cancer Society, Avon Foundation, Susan G. Komen for the Cure, etc.); and government (elected officials, local health departments, etc.). Partners assist with implementation of required activities as appropriate to the mission and role of their organizations. Partners may provide a valuable source of services, promote the screening programs, and add in-kind resources.

### **CSP Providers ('providers')**

CSP providers are defined as health care providers who have been credentialed and approved by the NYSDOH CSP to provide screening and diagnostic services to CSP clients. CSP contractors are responsible for recruiting providers to adequately address the breast, cervical and colorectal cancer screening, diagnostic and treatment referral needs of the CSP partnership.

Please see CSP Operations Manual, [Chapter 2](#): Partnership Required Activities and Standards for additional information about provider credentialing and requirements of CSP providers.

### **CSP Clients ('clients')**

CSP clients are defined as eligible men and women who receive at least one CSP-reimbursed breast, cervical or colorectal cancer screening or diagnostic service.

In general, the eligible populations screened through the CSP partnerships, and for whom the NYSDOH CSP reimburses for clinical services, include women ages 40 and over and men ages 50 and over who are unserved or underserved. As defined by NYS Public Health Law 2405.1, these are persons having inadequate access and financial resources to obtain cancer screening and detection services, including persons who lack health insurance or whose health insurance coverage is inadequate or who cannot meet their deductible obligations for purposes of accessing coverage under their health insurance and who are age-appropriate for breast, cervical and/or colorectal cancer screening.

Please see CSP Operations Manual, [Chapter 3](#): Eligibility for guidance to determine CSP client eligibility.

### **CSP Priority Population ('priority population')**

CSP priority population refers to sub-groups of the eligible population who are disproportionately affected by breast, cervical or colorectal cancers and, as a result, are of special concern to the NYSDOH CSP. These populations are the focus of outreach, recruitment and screening efforts. Priority populations include:

- Uninsured and underinsured persons ages 50-64.
- Women ages 40 and over who are rarely or never screened for cervical cancer – defined as those who have never had Pap tests or have not had Pap tests within the past five years.
- Persons who are geographically or culturally isolated.

- The medically unserved or underserved.
- Members of racial, ethnic and cultural minority populations.

### **CSP Contractor Staff**

Personnel who fulfill one or more of the key staffing functions under the NYSDOH CSP contract are referred to as CSP contractor staff. CSP contractors are required to fulfill the five key staffing functions of partnership coordination, outreach and public education, data management, case management and fiscal management to ensure required activities are implemented.

Please see CSP Operations Manual, Chapter 2: Partnership Required Activities and Standards for additional information about key staff and functions.

### **NYSDOH CSP Staff**

The NYSDOH CSP staff provides oversight and guidance to the CSP contractors through programmatic, administrative and fiscal technical assistance, public and healthcare provider education regarding cancer prevention and early detection, and assistance implementing effective outreach to the eligible priority populations. Additionally, NYSDOH CSP staff work with CSP contractor staff to ensure that individuals with abnormal screening results receive follow-up and case management as needed and that quality clinical services are provided by the partnerships through credentialing activities and a quality assurance program. The NYSDOH Cancer Screening Research and Evaluation Unit (a.k.a. Data Unit) provides data management support and monitors and assesses program data for NYSDOH CSP staff and CSP contractors.

NYSDOH CSP Regional Managers work with the CSP contractors to provide technical assistance regarding all aspects of contract implementation and management. Regional managers are the first point of contact for all contract questions including billing, vouchers, eligibility, reimbursement, work plans, budgets, reporting requirements and implementation of all required activities.

### **Cancer Survivorship**

Due to early detection and improved treatments, it is estimated that nearly 800,000 New Yorkers have survived cancer. A cancer survivor is defined as an individual living with cancer, from the time of diagnosis through the remaining years of life. Numerous organizations offer services for cancer survivors, their caregivers and their families that address a wide range of issues, including medical, emotional, psychosocial, financial and legal needs. These supportive services are offered in a variety of formats across NYS. Please refer to CSP Operations Manual, Chapter 10: Staff List for contact information for survivorship initiatives.

### **The NYS Medicaid Cancer Treatment Program (MCTP)**

In addition to screening services, the CSP partnerships provide diagnostic and case management services, and assist eligible men and women diagnosed with cancer in obtaining Medicaid coverage through the NYS MCTP. Since 2002, the MCTP has provided full Medicaid coverage for the entire treatment period for eligible men and women diagnosed with breast cancer and for women diagnosed with cervical cancer. The MCTP for women diagnosed with breast or cervical cancer is funded and administered by NYS and the Federal government. In 2006, the NYS legislation that created this program was expanded to cover treatment for colorectal and prostate cancers; coverage for colorectal cancer began on April 1, 2007 and coverage for prostate cancer began October 1, 2007. The NYSDOH CSP does not provide a prostate screening program, nor does the NYSDOH CSP support routine population-based prostate cancer screening. However, the CSP partnerships can enroll eligible men in need of prostate cancer treatment into the MCTP who are screened and/or diagnosed with prostate cancer through a CSP provider. Please see CSP Operations Manual, Chapter 7: NYS Medicaid Cancer Treatment Program for information about the implementation of the MCTP by CSP partnerships.

### **Public Health Insurance Programs**

The NYSDOH places a high priority on identifying individuals who may be eligible for Medicaid, Family Health Plus, or other public insurance programs so that they can have access to a payment source for their complete health needs. Many CSP clients may be eligible for significant additional healthcare benefits if they are eligible for and enrolled in public insurance programs. CSP partnerships play an essential role in identifying these individuals, providing current information about public insurance programs and directing them to appropriate contacts for possible enrollment.

NYSDOH provides CSP partnerships with contact information for public health insurance programs. Individuals who qualify for enrollment in public insurance programs will continue to be included in CSP screening recall protocols and processes to ensure that they are notified for and access important cancer screening services at appropriate intervals. Likewise, uninsured individuals who are not eligible for public health insurance programs will be directed to CSP partnerships by public insurance program enrollers for needed cancer screening services.

### **NYS Tobacco Control Integration**

The NYSDOH Tobacco Control Program (TCP) implements evidence-based and promising strategies to prevent and reduce tobacco use. The program has effectively worked to increase access to cessation services and motivate smokers to try to quit through the implementation of a multi-pronged cessation approach in NYS.

Effective April 1, 2010, as required by the CDC, the NYSDOH requires CSP partnerships to implement activities to ensure that all CSP clients, at time of intake, are assessed for smoking status, and if applicable, referred to the NYS Smokers' Quitline, 1-866-NY-QUITS (1-866-697-8487). It is recommended that all CSP clients, regardless of smoking status, be sent NYS Quitcards.

NYSDOH provides CSP partnerships with the contact list for the TCP statewide Cessation Centers, who will work with CSP providers and health-care organizations, to implement systems to screen patients for tobacco use and prompt providers to offer advice and assistance to quit.

### **Partnership Required Activities and Standards**

#### **A. Required Activities**

The NYSDOH CSP contracts with organizations to implement the CSP integrated breast, cervical and colorectal cancer screening partnerships in communities across the state. Contractors must hire staff and/or enter into subcontract(s) to implement all required activities. The contractor is the primary point of contact with the NYSDOH CSP and is responsible for ensuring all required activities and program guidelines are implemented. Activities specific to the local implementation of the required activities are developed annually through the work plan process. Work plans are routinely reviewed and revised in collaboration with contractor staff and the CSP Regional Manager (see [Section H](#), "Reporting Requirements and Contract Monitoring" of this chapter for more information). Contractors are required to execute and manage the activities listed below under the guidance of the NYSDOH CSP.

- 1. Partnership building and management** – build and maintain collaborative relationships with health, human service and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area.

#### **Required activities:**

- Cultivate relationships (a.k.a. partnerships) with organizations such as public health agencies, public and private businesses, service and social groups, faith-based organizations, non-profit organizations, medical institutions, medical care providers, government agencies and interested individuals representing priority populations who are willing to share their resources to assist in implementing all required activities.
- Recruit partners with appropriate knowledge, skills and resources based upon current and anticipated overall partnership needs to serve the priority populations throughout the entire proposed service area. Ensure that partners include representatives from screening, diagnostic and treatment providers.
- Develop formal, active working relationships through letters of agreement, memoranda of understanding or sub-contractual arrangements with other local partners serving the priority populations.
- Conduct a minimum of four partnership meetings annually. Regularly communicate with partners and providers in writing to facilitate communication about program services and operations, review performance measures and current budget expenditures, identify gaps in services and areas for collaboration and gather input into the development of annual program work plans and budgets.
- Engage partners to assess needs, conduct education, and develop, implement and evaluate comprehensive plans for outreach and inreach activities to priority populations throughout the entire service area.
- Establish relationships with other community organizations and providers to establish referrals for client services not reimbursed by the CSP, such as child care, medical equipment or transportation.

2. **Outreach to the priority populations** – educate and enroll women and men from the eligible priority populations into comprehensive and age-appropriate breast, cervical and colorectal cancer screening services.

The goal of outreach and education activities is to enroll members of the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services. Active outreach relies on comprehensive, tailored, population-specific strategies designed to reach and enroll men and women from priority populations into clinical screening services. Active outreach entails creative approaches, beyond merely providing brochures or flyers describing the program, which is considered 'passive' outreach. Inreach activities involve approaching members of the priority populations who are using other health services (e.g., getting a flu shot, receiving care for diabetes or heart disease, etc.) and enrolling them into the Program.

**Required activities:**

- Deliver clear and consistent messages about breast, cervical and colorectal cancer screening that are written at appropriate reading levels for those with low health literacy skills with guidance from and review by the CSP Partner Relations and Communications Unit, using NYSDOH-developed templates when available.
- Develop and revise as appropriate a comprehensive, active outreach plan tailored to the priority populations that includes general population-based education and recruitment strategies.
- Develop and implement inreach strategies to approach members of the priority populations using other health services and enroll them into the Program.
- Develop and monitor effective strategies for educating members of the priority populations about the importance of early detection and screening for breast, cervical and colorectal cancer.
- Develop strategies to promote the services provided by the partnership and the CSP.

3. **Screening and diagnostic services** – establish systems and procedures for the provision of breast, cervical and colorectal cancer screening and diagnostic services to eligible populations according to CSP guidelines.

**Required activities:**

- Establish and maintain a comprehensive provider network for breast, cervical and colorectal cancer screening and diagnostic services and treatment referrals and for prostate cancer diagnostic services and treatment referrals that will maximize access to and quality of care. Ensure a sufficient number of appropriate types of providers participate in the partnership.
- Establish, maintain and update annual written agreements with providers.
- Participate in all CSP credentialing activities in order to ensure providers have unrestricted licenses and are appropriately qualified and credentialed.
- Establish systems and procedures for the provision of breast, cervical and colorectal cancer screening and diagnostic services to eligible populations, according to the Operations Manual, including 1) the development of a mechanism for obtaining required CSP client information and signed consent forms prior to initiation of clinical services; 2) a system for recalling men and women for rescreening at required intervals, including those recently enrolled in public insurance programs, such as Medicaid and Family Health Plus; 3) a method for purchase and distribution of fecal test kits for colorectal cancer (either fecal occult blood test [FOBT] or fecal immunochemical test [FIT]) and other program materials; and 4) the establishment of standing medical orders for fecal test kit distribution, development and follow-up. Clients should elect to use one of the available fecal tests, i.e., either FOBT or FIT. In instances where the use of the selected test poses a barrier to the participation of a provider or individual patient, consideration will be made for use of the alternative test.
- Develop and implement procedures for the timely follow-up of men and women with abnormal screening results to schedule them for appropriate diagnostic tests and report results to the CSP in a timely manner, as per CSP Operations Manual, Chapter 4: Cancer Screening Guidance, Section D.
- Work with neighboring partnerships to best serve the clients within the service area and adjacent counties.
- Develop and implement procedures to refer all eligible men and women in need of treatment for breast, cervical, colorectal, or prostate cancer for enrollment in the NYS MCTP (see CSP Operations Manual, Chapter 7: NYS Medicaid Cancer Treatment Program). Secure commitment from clinical providers to treat men and women diagnosed with breast cancer, cervical cancer and/or precancerous cervical lesions, and colorectal cancer through the program who do not qualify for NYS MCTP, regardless of their ability to pay. Men screened and/or diagnosed with prostate cancer through CSP providers and who meet CSP eligibility criteria (see CSP Operations Manual, Chapter 3: Eligibility) are eligible for prostate cancer treatment coverage through the NYS MCTP. Please

note that men with a diagnosis of prostate cancer for whom the treatment plan is active surveillance are considered "in need of treatment." The NYSDOH does not currently support routine population-based screening for prostate cancer and therefore does not reimburse for prostate cancer screening.

- Ensure timely response to reviews of clinical and treatment services.
  - Ensure that CSP clients are provided with referrals to no cost or sliding fee clinics for needed services that are identified in the course of cancer screening but that are not specifically related to breast, cervical or colorectal cancer, as needed.
  - Ensure that providers will accept the CSP maximum allowable reimbursement rate schedule as payment in full.
  - Ensure that providers of screening and/or diagnostic services bill all available insurance (e.g., Medicaid) before billing the CSP.
4. **Case management** – ensure that all CSP clients with abnormal screening results are assessed for their need for case management services and are provided with such services accordingly.

**Required activities:**

- Assist CSP clients in need of follow-up to ensure that they receive comprehensive, coordinated care in a timely manner based on individualized needs.
  - Develop individual written care plans including periodic reassessment of clients' needs.
  - Develop relationships with community resources to help address barriers that CSP clients may encounter that challenge their ability to obtain diagnostic services, evaluation, and if necessary, treatment.
  - Provide appropriate continued reassessment and follow-up of the clients' needs throughout the duration of care and evaluate client satisfaction.
  - Ensure client is aware of the provider's recommended rescreening protocol once all diagnostic follow-up has been completed.
  - Assist Designated Qualified Entities (DQEs) with overcoming any barriers which prevent the client from meeting with the DQE for a face-to-face interview and/or the DQE informing the client of documents required for the application process. DQEs are the individuals authorized to complete applications for enrollment of men and women in the NYS MCTP for breast, cervical, colorectal, and prostate cancer treatment.
5. **Program management** – manage, coordinate and administer the program to implement all required activities and fulfill contractual agreements in a timely manner, and ensure that barriers to implementation of the required activities are addressed to reduce potential effects on CSP performance.

**Required administrative activities:**

- Utilize monthly performance measure reports and monthly clinical service budget monitoring tools to monitor progress and budget expenditures and identify need for improvements and changes in systems or activities. Monitor, review and revise work plans according to monthly performance measure reports and the monthly budget monitoring tool. Please contact your Regional Manager to access the most current budget monitoring assessment tool.
- Ensure timely, complete and accurate submissions of annual work plans and budgets, as requested by the NYSDOH CSP.
- Ensure timely, complete and accurate submissions of semi-annual reports as requested by the NYSDOH CSP using standardized report formats provided by the CSP.
- Ensure that the program is fully staffed and systems are in place to recruit, train, evaluate and retain all staff as needed.
- Ensure timely submission of contact information for key staff as requested by the NYSDOH CSP in order to ensure that the CSP database, public website and toll-free referral phone line database contact information are accurate and up-to-date. Note that these are maintained by the NYSDOH CSP in order to facilitate communication with partnerships and provide contact information for statewide promotion of the partnerships.
- Ensure that contractor staff (Coordinator, Outreach/Recruitment, Case Manager, Data Manager and Fiscal staff) and applicable community-based partners and providers attend CSP trainings, regional meetings and other contractor meetings as directed by the NYSDOH CSP.
- Provide proof of or exemption from workers compensation and workers disability insurance coverage and information on policies and procedures to demonstrate compliance with applicable federal regulations

governing the grant funds. Items requested as part of contract paperwork will include, but not be limited to, time and effort procedures and A-133 audit reports.

- Assess need and recruit providers to meet the clinical and geographic/access needs for the provision of cancer screening and diagnostic services.
- Maintain communication with clinical providers, laboratories, imaging facilities and partners regarding program changes, professional development opportunities and other issues related to program services and requirements.
- Ensure that providers submit all forms accurately and in a timely manner.
- Identify and facilitate access to training of DQEs to assist eligible men and women with enrollment into the NYS MCTP.
- Implement reciprocal referral system whereby CSP clients are directed to facilitated enrollers for possible enrollment in Medicaid, Family Health Plus or other public insurance programs to ensure that they receive insurance coverage for all of their health care needs. Similarly, educate facilitated enrollers for these programs about the CSP so that individuals not eligible for Medicaid programs are referred to CSP partnerships for age-appropriate, guideline concordant breast, cervical and colorectal cancer screening and diagnostic services.
- Cooperate fully with the CSP Quality Assurance team to identify providers with potential quality concerns, explore reasons for unusual data patterns, and remediate providers' clinical and data reporting deficiencies in a timely manner.
- Ensure that providers and/or contractor staff assess clients at intake for smoking status and, if applicable, refer smokers to the NYS Tobacco Control Program Quitline.
- Conduct educational visits to inform community members and decision makers about the impact of cancer, how the local CSP partnership addresses the problem, and the unmet need in the community. See CSP Operations Manual, Chapter 8: Sustainability for more information.
- Plan and implement media/promotional activities (letters to the editor, newspaper articles, etc.) publicizing CSP screening events, client testimonials and other CSP activities to increase public awareness of, and support for, the CSP.

**Required fiscal management activities:**

- Prepare and submit vouchers to NYSDOH CSP on a monthly basis
- Ensure prompt disbursement of funds (within 30 days of receipt of payment from HRI, Inc. or NYS) to providers and agencies for whom clinical or infrastructure claims were submitted.
- For underinsured client reimbursement, bill all third-party Payors first, with the understanding that the difference between the actual cost of an allowable service and the insurance payment may be billed to the NYSDOH CSP, provided the reimbursement from all sources does not exceed the maximum reimbursement rate. See CSP Operations Manual, Chapter 6: Reimbursement, [Attachment 6-I](#): New York State Department of Health Cancer Services Program Reimbursement Schedule for more information.

**Required data management activities:**

- Submit all required forms and data (e.g., client demographics, screening and diagnostic services and treatment information) as directed by the NYSDOH CSP via the Indus online data system for clients screened by CSP providers and for whom reimbursement is requested for any clinical services. The CSP requires that Screening Intake Forms (SIFs) be submitted within 30 days of the date of finding for abnormal results and 90 days for normal results. It is important that services are reported on time so that clients can receive diagnostic and treatment services as needed and so that providers are reimbursed as soon as possible.
- Ensure timely submission of data to facilitate timely reimbursement to providers (within 30 days of receipt of payment from HRI, Inc. or NYS).
- Ensure timely submission of data to facilitate enrollment of all eligible clients into NYS MCTP.
- Conduct provider training and follow-up with providers where necessary to ensure timely and appropriate submission of all required forms and data.
- Promptly obtain missing or corrected information from providers.
- Promptly distribute monthly data reports received from the NYSDOH CSP to the appropriate entities.



## Key Staff and Functions

In addition to ensuring partnership required activities are implemented, CSP contractors are required to fulfill the staff functions listed below. One qualified staff person may be responsible for multiple functions.

*The determination of who will serve in each role is to be made by the contractor in consultation with the NYSDOH CSP. Staffing needs should be commensurate with the services provided and reviewed routinely with the NYSDOH CSP Regional Manager. Staffing plans should be revisited annually as part of the process of preparing the contractor's work plan and budget for each contract year.*

1. **Partnership coordination** - The Partnership Coordinator serves as the point of contact for all general, contractual and financial communication between the NYSDOH CSP and the contractor. The percentage of time designated for the Coordinator position should be commensurate with the volume of clinical services being provided through the partnership and the needs of the contractor to implement work plan activities and meet or exceed CSP performance measures. The Coordinator should be at least a .5 full-time equivalent (FTE).

### The Partnership Coordinator should have the ability and knowledge to:

- Administer all required activities, functions and other contract deliverables. Provide leadership for program planning, implementation and evaluation.
  - Identify potential problems and best practices.
  - Develop, cultivate and maintain productive working relationships among contractor staff, subcontractors, NYSDOH CSP staff and community partners.
  - Identify need and recruit clinical providers and maintain regular effective communication.
  - Communicate effectively and routinely with contractor staff, partners, clinical providers and NYSDOH CSP staff.
  - Initiate and guide the development and routine review of annual work plan containing specific, measurable, time-phased and realistic objectives, activities and performance measures with input from the partnership.
  - Initiate and guide the development of the annual budget and routine review of clinical expenditures with input from the partnership.
  - Educate clinical providers about the CSP breast, cervical and colorectal cancer early detection program and the policies, procedures, and requirements for participation.
  - Represent the partnership and promote the NYSDOH CSP in the proposed service area.
2. **Outreach and Public Education** - Outreach staff work with all partnership collaborators to develop public education and awareness activities. Staff also conducts strategic active outreach and inreach initiatives to enroll members of the eligible priority populations throughout the entire service area, consistent with CSP performance measures and the clinical services budget.

### Staff responsible for outreach and public education activities should have the ability to:

- Work effectively with diverse groups of people from a variety of cultural and educational backgrounds.
  - Use data to identify and locate eligible priority populations in the proposed service area.
  - Tailor outreach and education strategies to the cultural values, norms and behaviors of the eligible priority populations.
  - Educate all community members about the importance of screening, explain the services available and address barriers to screening.
  - Motivate and encourage members of the eligible priority populations to complete all screening exams for which they are eligible.
  - Engage partners to reach and bring members of the eligible priority populations into clinical screening services.
  - Use data to develop and evaluate the effectiveness of targeted outreach strategies used in recruiting members of the eligible priority populations into screening and meeting projected screening numbers.
3. **Data management** - Data management involves serving as the point of contact for all data-related communication between NYSDOH CSP staff and the partnership.

**Staff responsible for data management activities should have the ability to:**

- Use computer programs proficiently, this includes the use of the Internet, and database management and data entry programs.
  - Collect, enter and edit data accurately.
  - Ensure the security and confidentiality of all data collected.
  - Review and assess the completeness, accuracy and timeliness of data from providers.
  - Communicate with providers when information is inadequate or missing.
  - Assess CSP outcomes.
  - Read and interpret data reports.
4. **Case management** - Case management involves working with patients, partners and community resources to assist CSP clients with identified barriers to adhere to diagnostic and treatment recommendations. The contractor may fulfill this function by designating case management staff or the function may be fulfilled through shared responsibility of providers and contractor staff. The case management function is described in detail in the CSP Operations Manual, Chapter 5: Case Management.

**Staff responsible for case management activities should have the ability to:**

- Develop a system to track abnormal screening results to ensure the timeliness and completeness of follow-up.
  - Understand health-seeking behaviors and the strategies to address barriers to seeking health services.
  - Identify community resources that address barriers to care.
  - Assess the needs and support systems for CSP clients in order to remove barriers to diagnostic follow-up.
  - Refer CSP clients with abnormal screening results and diagnoses of breast, cervical or colorectal cancer to a DQE for possible enrollment in the NYS MCTP.
  - Refer CSP clients with abnormal screening results for support services, as appropriate.
  - Communicate with CSP clients to enhance their understanding of the need to have diagnostic services following an abnormal screening.
  - Communicate effectively with CSP providers.
  - Promote and communicate breast, cervical and colorectal cancer clinical guidelines to CSP providers.
5. **Fiscal management**- Fiscal management involves serving as the point of contact for all contractual and financial communication with the NYSDOH CSP.

**Staff responsible for fiscal management activities should have the ability to:**

- Monitor the CSP contractor clinical services and infrastructure budgets and reporting regularly to the partnership on the status of these budgets.
- Promptly prepare and submit vouchers to designated NYSDOH CSP personnel on a monthly basis (upon receipt of monthly billing reports from the data manager).
- Promptly disperse funds to all CSP providers and agencies for whom clinical or infrastructure costs were submitted for reimbursement (within 30 days of receiving payment of vouchers from NYS and HRI).
- Attach the appropriate billing reports and other documentation to vouchers.
- Attest to the NYSDOH CSP that all costs for which reimbursement is requested are true and accurate, to the best of their knowledge, by signing state vouchers.

**Provider Credentialing**

All health care providers must be credentialed by the NYSDOH CSP in order to be reimbursed for services provided to CSP clients. All contractors must participate in the credentialing process. Contractors are required to submit to the NYSDOH CSP the names, license numbers, practice locations and other requested information annually to allow for provider credentialing activities by the NYSDOH CSP.

Any new providers added during the contract year must be credentialed by the NYSDOH CSP before a site code is assigned. This process usually takes approximately 10 business days to complete. Site codes are assigned to each CSP provider site to track services provided. The codes are entered into Indus to identify where services took place and to

reimburse providers. Contractors must notify the CSP with requests for new site codes, or with changes to existing ones. See Attachments 2-I and 2-II for detailed instructions regarding site codes.

A provider, who has a license restriction, or becomes subject to any disciplinary action taken by a government program, hospital managed care organization, or licensing authority, including but not limited to an active or stayed suspension or restriction of provider's or practitioner's license or certification, (as referenced in provisions seven and eight of Appendix A-2 of CSP partnership contract and in provisions ten, eleven, twelve and fourteen of Appendix A-3 of the provider agreement found below), will be reviewed by the NYSDOH CSP to determine if the restriction is related to services provided through the CSP or constitutes fraud or malpractice. If the restriction involves one of these areas, the NYSDOH CSP will send the provider a letter notifying him/her that he/she is prohibited from participation in the CSP. The provider will also be notified of the opportunity to appeal this decision by submitting a request for an appeal to a NYSDOH review panel.

#### **Requirements for Clinical Service Providers**

The contract with the NYSDOH requires contractors or subcontractors on behalf of the partnership to obtain annual provider agreements with their providers offering clinical services to CSP clients. The agreement must contain or reference Appendix A3 (see next page), which outlines provider responsibilities.

### APPENDIX A-3

Providers of screening and/or diagnostic services in the New York State Department of Health Cancer Services Program, agree to:

1. Abide by the applicable provisions of the New York State Department of Health Cancer Service Program (PROGRAM) Operations Manual including but not limited to: clinical guidelines, eligibility criteria and case management chapters.
2. Provide clients of the PROGRAM with the same quality of care as afforded to any other patients in their care.
3. Request reimbursement for clinical services ONLY for clients who meet the eligibility criteria as defined in the PROGRAM Operations Manual.
4. Treat the PROGRAM as the payor of last resort. All providers agree to first bill client's other insurance and/or third party payor for services provided through the PROGRAM. Provider further agrees that it may only seek PROGRAM reimbursement from the State contractor for the partnership and may not submit claims for reimbursement directly to the State.
5. Accept reimbursement rates established by the PROGRAM as payment in full for all services that are covered by the PROGRAM. Providers agree not to charge clients for the difference between the PROGRAM reimbursement rate and the provider's usual fees. Under no circumstances shall providers bill PROGRAM clients for services that are covered by the PROGRAM.
6. Promptly refer PROGRAM clients for all needed and appropriate diagnostic and treatment services without consideration of their ability to pay. This assurance includes any and all necessary services NOT covered by the PROGRAM.
7. Obtain signed written consent forms from all PROGRAM clients for the provision of clinical services and release of their medical information to the relevant other entities participating in the partnership and the New York State Department of Health for the purposes of case management, tracking and reimbursement, in addition to any other consents or authorizations the providers may obtain or which may be required by law to obtain.
8. Submit accurate demographic, screening, diagnostic treatment and any other data required by the STATE in a timely manner and in the format required by the STATE. The provider agrees that the reimbursement for clinical services will not be provided by the STATE to the STATE contractor for the partnership for reimbursement to the provider until data have been submitted and accepted on the PROGRAM data system.
9. Maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the PROGRAM. PROGRAM providers agree to provide the PROGRAM access to medical, including original mammograms, consents, business, personnel, financial and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.
10. Ensure that all licensed health care professionals are appropriately licensed to practice their profession in the State of New York, and maintain the appropriate credentials for the services that they are providing. Maintain all applicable provider, office based surgery and/or facility credentials, certifications, licenses, operating certificates, and/or approvals required by law and necessary to perform and bill for PROGRAM services and facility fees, including but not limited to approvals for laboratory, mammography, office based surgery and diagnostic and treatment center services.
11. Immediately notify the PROGRAM (i) if Provider's or Practitioner's license to practice or certification to operate in any state, certification(s) to prescribe medication, if applicable, or staff privileges at any hospital, if applicable, are voluntarily surrendered, restricted temporarily or permanently reclassified, suspended or revoked for any reason; and (ii) if Provider or Practitioner is indicted or convicted of a criminal offense, regardless of the nature of the offense, or if the Provider or Practitioner becomes subject to any disciplinary action taken by a government program, hospital, managed care organization, or licensing authority, including, but not limited to an active or stayed suspension or restriction of Provider's or Practitioner's license or certification.
12. Provide all information necessary to comply with the credentialing and re-credentialing activities, and further, to provide such information within a reasonable time period.
13. Cooperate fully with PROGRAM quality assurance efforts, including, participating in discussions to explore reasons for unusual data patterns, and agree to undertake any proposed remediation plans to any clinical and/or data reporting deficiencies in a timely manner.
14. The PROGRAM reserves the right to discontinue any service providers from participation in the PROGRAM for any reason.
15. Paragraphs nine and thirteen of this Appendix A-3 shall survive termination of the AGREEMENT.

## Confidentiality

### 1. Health Insurance Portability and Accountability Act (HIPAA)

The first federal privacy standards to protect patients' medical records and individually identifiable health information provided to health plans, doctors, hospitals and other health care providers that were issued as part of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 took effect on April 14, 2003. These standards, which were developed by the U.S. Department of Health and Human Services, provide patients with access to their medical records and more control over how their personal health information is used and disclosed. Additionally, HIPAA includes provisions designed to encourage electronic transactions and requires safeguards to protect the security and confidentiality of health information. In order for medical information to be released, patients need to sign a specific authorization, unless a specific exception in the law applies.

The federal privacy standards generally do not affect state laws that already provide additional protections for patients. The NYSDOH CSP is exempt from being a covered entity/program itself as it is a government grant. Therefore, covered entities sharing data with the CSP must follow the detailed requirements of HIPAA, but the CSP may disclose data pursuant only to state law requirements, not federal. However, in all cases, reasonable efforts must be made to limit the amount of information disclosed to the minimum amount necessary to accomplish the intended purpose.

### 2. CSP partnership confidentiality requirements

- It is the responsibility of the contractor to ensure that all partnership staff sign written confidentiality agreements to maintain the confidentiality of all CSP clients' information.
- Partnership staff must treat all information pertaining to CSP clients as confidential information.
- Written or electronic evidence of client participation must not be left unattended on desks or in other open-access areas.
- Staff must maintain and use such information only for the purposes intended for the CSP and only to the extent necessary to fulfill CSP objectives.
- Limited access to fax machines, computer terminals (e.g., password protection), voicemail, cabinets, and workspace areas should be observed by all partnership staff.
- Client information and ancillary records (e.g., laboratory results, radiology results, and pharmacy records) should be maintained in secure data storage areas, which can include, but are not limited to, files in locked rooms or limited access areas, and password encoded desktop and laptop computer systems.
- Access to data files, both paper forms and computer files, is restricted to partnership staff who needs such information to perform their work responsibilities.
- Any discarded information containing client information must be shredded.
- CSP client information is confidential and may only be given to authorized individuals after consent has been obtained from the client.
- Any proposed research regarding any CSP client(s) or the CSP must first be approved by the NYSDOH Institutional Review Board. Please forward all such requests to the appropriate CSP Regional Manager (see CSP Operations Manual, [Chapter 10](#): Staff List).
- All responsible persons and entities will be held accountable for breaches of confidentiality and for misuse of confidential data such that job suspensions or terminations or legal proceedings may be instituted against them.
- Staff permitted to work from home by the contractor must be able to demonstrate appropriate safeguards to prevent the inadvertent sharing or loss of patient information including, but not limited to, firewalls that do not allow outside access to a wireless network and a level of encryption that ensures security.

## Indus Data Submission and Form Retention

The NYSDOH CSP maintains a secure on-line, real-time, internet-based data entry system through a contract with Indus Consultancy Services, Inc. (commonly referred to as the Indus system, or Indus). Contractors are responsible for entering screening, diagnostic, treatment, and demographic information into this data system for CSP clients. The use of data available through Indus facilitates timely provider reimbursement, patient tracking and follow-up, improves the quality of data collected, and helps reinforce CSP procedures. On-line data queries and reports are available for contractors and NYSDOH CSP staff to monitor performance.

Contractors should establish efficient notification systems with CSP providers in order to receive information from them to ensure that services are reported in a timely manner. These systems are needed to ensure that the following occur:

- Positive screening findings are followed-up quickly and appropriately;
- Timely case management services can be provided;

- Clients eligible for the NYS MCTP can receive coverage for treatment;
- Quality clinical care is provided to CSP clients;
- Rescreening can occur at the appropriate interval; and
- CSP providers are reimbursed as soon as possible.

Detailed instructions regarding form completion and Indus data entry can be found in the CSP Data Dictionary. Current versions of data entry forms and the CSP Data Dictionary are available on the “Resources” page of the Indus data system or by contacting the NYSDOH CSP Data Unit at [CSPdata@health.state.ny.us](mailto:CSPdata@health.state.ny.us).

### 1. Timely submission of Screening Intake Forms (SIFs) and Follow-up Forms (FFs) on the Indus data system

As of April 1, 2011, the Indus data system only allows for the reimbursement of CSP funds for services that are submitted and accepted onto the data system within 90 days of the date of service.

Exceptions to this 90-day rule can be made for services processed with Insurance Denial Conversion Forms, for contractor errors corrected through Revision Forms, and for other special circumstances that justify a longer period of time for data submission. CSP Data Unit administrators have override capability on the Indus data system for the 90-day rule. Requests for overrides should be submitted by email to [CSPData@health.state.ny.us](mailto:CSPData@health.state.ny.us).

The 90-day rule for data submission on the SIF and FF is outlined below.

**SIF:** The Indus data system assesses the submission date for each individual service on the SIF and determines whether the service was submitted and accepted onto the system within 90 days of the service date.

*For example, if a mammogram is provided on May 15, 2011 and submitted and accepted onto the data system on August 20, 2011, the system will NOT allow program funds for this service.*

It is not prudent to delay entry of SIFs until all screenings are complete. The Indus data system allows contractors to submit services on the SIF, have the form accepted, and then add additional services as they are provided.

**FF:** The Indus data system starts counting the 90 days with the LAST service date on the FF.

*For example, if a FF with a surgical consult on May 15, 2011 and a colonoscopy on July 15, 2011 is submitted and accepted onto the system on September 20, 2011, the data system would allow reimbursement for both of the services on this FF even though the submission is greater than 90 days after the surgical consult in May. The data system begins counting the 90 days with the LAST service date on the form (in this case, July 15, 2011).*

Given these rules, situations like cancellations of appointments, delays in scheduling colonoscopies, and extended periods of time between follow-up services should not affect whether services can be reimbursed. FFs should not be submitted onto the data system until they are complete.

Contractors are expected to ensure data are submitted in accordance with the 90-day rule, so that services can be reimbursed.

### 2. Revisions to SIFs and FFs on the Indus data system

Once SIFs and FFs have been submitted and accepted on the Indus data system, there are several types of revisions that can be made by CSP contractor staff.

The following fields can be modified directly by the CSP contractor staff on an accepted form:

#### Screening Intake Form:

- Field 1 - Name
- Fields 4-6 - Address
- Field 9 - Sex
- Field 11- Spanish, Hispanic or Latino
- Field 12 - Race
- Field 16 - Monthly Household Income
- Field 17 - Family Size
- Field 18 - Health Insurance
- ALL SITE CODES (all site codes except the intake site)

#### Follow-up Form:

- ALL SITE CODES

The following types of revisions to an accepted Screening Intake Form (SIF) can be made directly by contractor staff:

- a. If a SIF has been entered and accepted on the Indus data system with the cervical portion of the form completed (and the breast portion blank), the contractor staff can directly edit the form to add breast cancer screening services that occur within 90 days of the cervical screening services.
- b. If a SIF has been entered and accepted on the Indus data system with the breast portion of the form completed (and the cervical portion blank), the contractor staff can directly edit the form to add cervical cancer screening services that occur within 90 days of the breast screening services.
- c. If a SIF has been entered and accepted on the Indus data system with a CBE and no mammogram, the contractor staff can directly edit the form to add a screening mammogram that occurred within 90 days of the CBE. This also works if the form was accepted with a mammogram and no CBE, the contractor staff can directly edit the form to add a CBE that occurred within 90 days of the mammogram.
- d. If a SIF has been entered and accepted on the Indus data system with breast and/or cervical cancer screening services, the contractor staff can directly edit the form to add colorectal cancer screening services that occur within 6 months of the breast and cervical screenings.

For all other changes, corrections, or additions to data on SIFs or FFs that have already been submitted and accepted on the Indus data system, CSP contractor staff must submit either a **Screening Intake Revision Form** or a **Follow-Up Revision Form**. Copies of these forms and detailed instructions regarding completion of these forms are available on the "Resources" page of the Indus data system or by contacting the NYSDOH CSP Data Unit at [CSPdata@health.state.ny.us](mailto:CSPdata@health.state.ny.us).

### 3. Submitting SIFs and FFs on the Indus data system for NYS MCTP clients

When submitting SIFs and FFs for potential NYS MCTP clients, it is important to consider the Medicaid enrollment date to avoid double payment of services by both Medicaid and the CSP. Enrollment in the MCTP starts on the first day of the month of diagnosis (e.g., for a biopsy done on 1/18/11 with a positive finding, enrollment would start 1/1/11) **OR** 90 days prior to the application date, whichever is later. The CSP should be the payor of last resort.

NYS MCTP clients can enter the CSP at several points during the process of their diagnosis and treatment. The guidance for submission of SIFs and FFs on the Indus data system depends on when the client enters the program. The following scenarios represent different types of clients and the appropriate way to submit the SIFs and FFs for these clients.

- a. **CSP Enrolled Clients:** If a client enrolled in the CSP who received screening and/or follow-up procedures through the program is believed to be eligible for the MCTP, contractor staff should submit SIFs and FFs onto the Indus data system as if Medicaid will be paying for some services. Any procedures that occurred within the month of diagnosis should be entered on the SIF and FF as being paid with "other" funds because Medicaid will enroll the client and pay for services rendered back to the first day of the month in which the client was diagnosed. Remember, the client will be insured by Medicaid for all Medicaid approved procedures that occurred during that month as long as they were performed by a provider that accepts Medicaid reimbursement. Services that are not Medicaid approved or that are rendered by providers that do NOT accept Medicaid reimbursement should be entered on the SIF and FF as being paid with "program" funds.
  - If the client is approved for the MCTP, the acceptance letter will include an enrollment date. The contractor staff should compare this enrollment date to the already accepted SIF and FF and confirm that any services that occurred prior to the client's MCTP enrollment date are paid for with "program" funds and services that occurred on or after the enrollment date and were rendered by a provider that accepts Medicaid reimbursement are entered as "other" funds. Revision forms should be submitted to the CSP Data Unit to change funds as needed. Please list "MCTP" as the reason for the revision on the form.
  - If the client is NOT approved for MCTP, revision forms should be submitted to the CSP Data Unit to change procedures listed as paid with "other" funds to paid with "program" funds. Please list "Denied MCTP" as the reason for the revision on the form.
- b. **Clients NOT enrolled in the CSP:** For all applicants to the MCTP who were not enrolled in the CSP at the time they received screening and follow-up procedures, the SIFs and FFs should NOT be entered on the Indus data system. Hard copies of SIFs and FFs should be submitted with the MCTP applications.

Please see CSP Operations Manual, [Chapter 7: Medicaid Cancer Treatment Program](#) and the Medicaid Cancer Treatment Program Application manual for more information about eligibility criteria and the application process for the MCTP.

#### **4. Form retention recommendations**

The CSP does not have any formal requirements for retention of SIFs, FFs, or monthly billing reports. Accepted forms and monthly billing reports are available electronically on the Indus data system. Contractors are required to follow their agency's policies about retention of screening intake forms, follow-up forms, and monthly billing reports, as well as consent forms, clinical or medical records and case management notes. If a contractor disposes of forms with confidential client information, these forms must be shredded.

The CSP does recommend that contractors retain SIFs and FFs until the services on these forms appear on the monthly billing report to verify that the information was accurately entered on the Indus data system and appears correctly on the monthly billing report. The CSP also recommends that monthly billing reports be retained until the voucher is submitted and processed.

Clients who receive case management services should have all case management notes, documentation, forms, etc. retained within their individual charts for a minimum of five (5) years. Clinical documentation related to case management needs should be retained for a minimum of two (2) years following the conclusion of that client's diagnostic follow-up. For questions or guidance about case management issues, please contact the CSP Case Management Coordinator at (518) 474-1222.

#### **CSP Performance Measures Reports**

The CSP Data Unit prepares performance measure (PM) reports for contractors and the NYSDOH CSP staff to monitor program services and other issues relevant to quality assurance, as well as to identify contractors in need of assistance or intervention. The CSP distributes the PM reports to all contractors, summarizing key indicators of performance such as the ability to reach the priority populations, timeliness and appropriateness of follow-up, timely submission of data forms, and the ability to expend clinical services funds. Contractors are expected to meet or exceed CSP PM goals. The PMs are included as objectives in contractor work plans and are used to measure effectiveness related to required activities. The NYSDOH CSP PMs are primarily modeled after those used by the CDC to measure statewide performance. Contractors that meet or exceed the PM goals, as well as other partnership/contract requirements, are best positioned to receive the maximum available funding for subsequent contract years. See next page for a list of CSP PMs.



NYSDOH Cancer Services Program  
Program Performance Measures 2011-2012

No.	Performance Measure Description	Goal
1	Percent of screening mammogram clients age 50 and older	>=75%
2	Percent of initial program-funded Pap tests for women rarely or never screened for cervical cancer	>=20%
3	Percent of women rescreened by mammogram within 8-18 months	>=60%
4	Percent of male clients age 50 and older	>=20%
5	Percent of clients rescreened by fecal test within 10-14 months	>=60%
6	Percent of clients age 50 to 64	>=75%
7	Percent of women age 50 and older with comprehensive cancer screening	>=50%
8	PM removed	
9	Percent of eligible population screened in each county	>=20%
10	Percent of abnormal cervical screenings with timely follow-up	>=75%
11	Percent of abnormal breast screenings with timely follow-up	>=75%
12	Percent of abnormal colorectal screenings with timely follow-up	>=75%
13	Percent of eligible clients enrolled in the Medicaid Cancer Treatment Program	>=90%
14	Percent of Screening Intake Forms with timely submission	>=85%
15	Percent of Follow-Up Forms with timely submission	>=85%
16a	Percent of federal clinical service funds expended	>=95%
16b	Percent of state clinical service funds expended	>=95%

## Reporting Requirements and Contract Monitoring

### 1. Annual work plan and budget development

The annual work plan and budget should be prepared by the Partnership Coordinator with participation and input from other appropriate contractor staff and the partnership members. The NYSDOH CSP provides required goals and objectives that focus on the implementation and evaluation of required CSP deliverables and that are consistent with PMs. Work plans should include detailed activities that will be implemented to fulfill each of the required objectives. A detailed budget and budget justification is required to justify proposed expenditure of infrastructure funding. The work plan and budget format is included in an Excel workbook provided to contractors by the NYSDOH CSP that also includes semiannual report forms and other required reports and documents. Please contact your Regional Manager to access the most current Excel workbook containing work plan and budget forms.

### 2. Semiannual reports

Semiannual reports should be prepared by Partnership Coordinators with participation and input from other appropriate contractor staff and the partnership members, using data from the most recent PM reports. The report format is included in the Excel workbook that also includes annual work plans and budgets and other required reports and documents.

Semiannual reports should address the contractor's progress and strategies over the past six-month period to implement the work plan activities, to meet, exceed and improve on PMs, assess community partner and provider participation in the partnership and evaluate outreach and public education activities. Reports include comments on barriers and solutions to overcome barriers. Reports are submitted to the Regional Manager. Semiannual reports will be submitted describing activities for the periods from April 1 through September 30 and October 1 through March 31, respectively. Please contact your Regional Manager to access the most current Excel workbook containing semiannual report forms.

### 3. Annual Comprehensive site visit

Regional Managers will assess contractor performance related to implementation of the five required program goals and activities utilizing the Annual Comprehensive Site Visit Review Tool. Contractors will be required to provide documentation and demonstrate implementation of key required activities for all five goals (e.g., produce samples of provider agreements used and communications to providers regarding program policies, guidelines, etc.) A formal, written summary and contractor action plan outlining all required action steps will be provided to the contractor following the annual site visit. Regional Managers will assess contractor progress in responding to required actions steps and adhering to action plans on a pre-determined schedule as indicated in the timeline within the contractor action plan.

### 4. Annual equipment inventory

Contractors are required to complete and submit an annual Equipment Inventory Form (consistent with approved budget items) to their Regional Manager within 30 days of the end of the annual contract period.

Equipment items purchased by the contracting agency using NYSDOH funds are to be listed in the inventory with identifying information such as tag number (number assigned by contracting agency), serial number (manufacturer's serial number), location, and any relevant remarks. See [Attachment 2-III](#) for a copy of the Equipment Inventory Form. Regional Managers will review the contractor Equipment Inventory Forms at the time of submission and at the annual comprehensive site visits to inventory all equipment, furniture supplies or other property purchased through the contract with the NYSDOH. Equipment for the purposes of the inventory is defined as any item costing five hundred dollars (\$500.00) or more and having a life expectancy of greater than three (3) years.

## 5. Monthly contract monitoring

On a monthly basis, Regional Managers will:

- Review contractor vouchers and budget monitoring tools submitted by contractors to ensure all clinical services and infrastructure budget lines are expended and that expenditures are related and appropriate to activities detailed in approved work plans. In addition, Regional Managers will review contractors' clinical services budgets in comparison with key PMs to determine success reaching eligible priority populations.
- Review contractor PMs to identify challenges and barriers and provide assistance to contractors to meet or exceed measures.
- Review Recruitment Activity chart.
- Review the contractor Incentive Tracking Tool used to track each incentive distributed to CSP clients (e.g., a \$5 gas card for returning FOBT kit). Regional Managers will require use of this tool to ensure contractor accountability for program incentives. See Attachment 2-IV for the Incentive Tracking Form.
- Track and monitor whether contractors have responded to requests from the NYSDOH CSP in a timely and accurate manner (e.g., status of outstanding FFs and medical record requests).

## 6. Clinical services reimbursement budget management

The clinical service reimbursement contract budgets are limited to a fixed dollar amount that cannot be exceeded. Work plan activities will maximize the number of individuals screened within the eligibility criteria and the allocated clinical services budget. These will include careful monitoring of screening and diagnostic expenditures to ensure that screening services occur throughout the program year and careful assessment of CSP eligibility to maximize services to the priority population and align with the federal clinical practice guidelines for cancer screening services. Contractors must implement plans to closely monitor clinical services budgets to stay within the allocation, ensure that services are provided throughout the contract year, and maximize the services provided to the priority population. A budget monitoring tool is provided to all contractors to assist with the tracking of clinical service expenditures. The tool provides estimated monthly screening capacities based on individual contractor annual allocated screening dollars. The tool also assists contractors to track PMs; calculations to meet the performance measures are included in the screening projections. The budget monitoring tool should be used in conjunction with PM reports to assess the provision of services to the eligible priority populations and to revise activities to better target these populations as indicated by the reports. Please contact your Regional Manager to access the most current budget monitoring assessment tool.

## Communications

The NYSDOH CSP provides information, support, training and technical assistance to contractors in a variety of ways. Contractor staff should ensure that they refer to and participate in the following, as appropriate.

### 1. Contact Information Form

Contractors must update the contact information form when they add new staff and when staff leaves. The completed form should be sent to the Regional Manager as soon as staff changes occur. See Attachment 2-V for the CSP Contact Update Form.

### 2. Program Update and communication databases

The CSP distributes periodic updates, programmatic changes, training announcements and opportunities, and the CSP Program Update via the CSP BML; contractors should forward information provided by the CSP to their participating clinical services providers as appropriate. The communication target audience will be identified in the salutation (e.g.: "Coordinators"). The recipient should share information with other staff as deemed appropriate based on content. Providers can be added to a CSP Provider Database which will be used to distribute CSP information directly to providers by sending an e-mail to [cscredentiaing@health.state.ny.us](mailto:cscredentiaing@health.state.ny.us).

### 3. Partnership naming conventions and use of logo

The CSP developed contractor guidelines specifying partnership names for the use of the CSP logo and the review and development of educational and promotional materials. Strategies and tools for materials development at the local level are also included in the guidelines. The CSP requires partnerships to use the name Cancer Services Program of X County/Counties to build name awareness and consistency for clients, partners and health care providers across the state. The name reflects the integration of the three screening services and acknowledges that the programs serve both men and women. The CSP developed a logo with the selected tagline, "Your partner for cancer screening, support and information," to offer contractors a common symbol and tagline that has the potential to become universally recognized and understood. See CSP Operations Manual, Chapter 9: Promotional Materials Guidelines for more information.

### 4. Data Unit inquires

For questions about data inquires, Indus access, SIFs, data dictionary copies, data corrections, and insurance denial conversions please contact the CSP Data Unit at [CSPdata@health.state.ny.us](mailto:CSPdata@health.state.ny.us).

### 5. Case management conference calls

Case management conference calls are held monthly to discuss common case management challenges and identify and share solutions and strategies, to discuss the implementation of new policies, and to review case management protocol. Contractors are expected to share this information with their providers who offer case management services to CSP clients. For questions or guidance about case management conference calls, please contact the CSP Case Management Coordinator at (518) 474-1222.

### 6. OUTreach and recruitment conference calls and webinars

OUTreach and recruitment conference calls and webinars are held monthly or bi-monthly to discuss common outreach and recruitment challenges, best practices, strategies for reaching and recruiting priority populations, using partners to help access clients, and the benefits of active recruitment in the community, public education, etc. The calls are also an opportunity for staff to network with and learn from others across the state. Professional development needs are identified through these calls. Contractors are expected to actively participate and implement shared strategies as appropriate. The calls and webinars are open to CSP Outreach and Recruitment staff, CSP Coordinators, subcontracted outreach staff, community partners and NYSDOH CSP staff. For questions or guidance about OUTreach and recruitment conference calls, please contact the CSP Outreach and Recruitment Coordinator at (518) 474-1222.

### 7. New staff orientation

All new contractor staff are required to participate in training offered by the NYSDOH CSP. These training sessions provide new staff with an overview of all aspects of the CSP partnership. Some sessions are available anytime via webinar and others are offered in-person periodically throughout the year and are announced via the Canserv BML ([canserv@health.state.ny.us](mailto:canserv@health.state.ny.us)) and the CSP Program Update.

## **Eligibility**

This section provides guidance for determining which screening services individuals are eligible to receive through the CSP partnerships. Definitions to determine individual eligibility based on gender, age, income, health insurance status, and other clinical assessment are provided as well as an algorithm and script for use with clients at initial contact. Clients determined to be eligible for one or more CSP screening services are then enrolled in the program. Clients can be enrolled by CSP contractor staff or by provider staff, depending on where they access services.

**A. Eligibility Assessment and Triage**

Contractors should use the intake script and algorithm (Attachments [3-I](#) and [3-II](#)) when first speaking with potential clients. Use of these tools ensures that all clients receive the same information about CSP eligibility. Please note that these are scripts for use at initial client contact and are not meant for use to determine final client eligibility and subsequent enrollment in the CSP. Any staff conducting initial client intake should refer clients to those people in the partnership who have the ultimate responsibility for determining client eligibility.

**B. Eligibility Criteria**

The following section describes eligibility for screening services in the CSP. CSP contractor staff should be familiar with screening eligibility and communicate eligibility guidance and intake processes to all providers and partners engaging in client intake, eligibility assessment, program enrollment and provision of clinical services to CSP clients. The CSP will only provide reimbursement for services provided to eligible CSP clients. (Please see CSP Operations Manual, [Chapter 6: Reimbursement](#) for a description of all screening and diagnostic services that are reimbursed by the CSP.) Staff responsible for enrolling clients will review eligibility criteria with all clients prior to obtaining client consent. The consent form includes an attestation by the client that he or she meets CSP eligibility guidelines for income and insurance status (see CSP Operations Manual, Chapter 4: Cancer Screening Guidance, [Attachment 4-I](#)). Staff responsible for enrolling clients must review eligibility, acquire the attestation from the client and maintain documentation of the client consent.

Eligibility Criteria

Eligibility Categories ⇕	Residency	Gender		Age			Income (See C.4 for income definitions)		Health Insurance			Other		
		Female	Male	18-39*	40-49	50-64**	<250 % FPG	(See C.5 for expanded income eligibility definitions)	Uninsured (See C.6 for definitions)	Underinsured (See C.7 for definitions)	Insured	Post Hysterectomy (See C.8 for definitions)	No FOBT or FIT kit in 10 months	Not Undergoing Treatment (See C.11 for definitions)
Screening and Prevention Services ⇕	New York State Resident	✓	See C.2	See C.3	✓	✓	✓	See C.7	✓	✓	Not Eligible	N/A	N/A	✓
Clinical Breast Exam	✓	✓	See C.2	See C.3	✓	✓	✓	See C.7	✓	✓	Not Eligible	N/A	N/A	✓
Pap Test & Pelvic Exam	✓	✓	Not Eligible	Not Eligible	✓	✓	✓	See C.7	✓	✓	Not Eligible	✓	N/A	✓
Screening Mammogram	✓	✓	Not Eligible	See C.3	✓	✓	✓	See C.7	✓	✓	Not Eligible	N/A	N/A	✓
FOBT/FIT Kit	✓	✓	✓	Not Eligible	Not Eligible	✓	✓	See C.7	✓	✓	Not Eligible	N/A	✓	✓
Colonoscopy	✓	✓	ALL CLIENTS MUST MEET Prior Approval SEE SECTION C.9	ALL CLIENTS MUST MEET Prior Approval SEE SECTION C.9	ALL CLIENTS MUST MEET Prior Approval SEE SECTION C.9	ALL CLIENTS MUST MEET Prior Approval SEE SECTION C.9	ALL CLIENTS MUST MEET Prior Approval SEE SECTION C.9	ALL CLIENTS MUST MEET Prior Approval SEE SECTION C.9	ALL CLIENTS MUST MEET Prior Approval SEE SECTION C.9	ALL CLIENTS MUST MEET Prior Approval SEE SECTION C.9	Not Eligible	N/A	N/A	✓
Medical Consultation for Symptoms of CRC only	✓	See C.10	See C.10	Not Eligible	Not Eligible	✓	See C.10	See C.10	See C.9	See C.9	Not Eligible	N/A	N/A	N/A

\* Persons under age 40 are generally not eligible for the CSP

\*\* Age >64 are not eligible unless uninsured or underinsured for screening service

✓ = Eligible for program reimbursement

N/A = Not Applicable

## C. Eligibility Criteria Definitions

### 1. Residency

Women and men whose permanent or principal home is in New York State are eligible for the program. A person who is visiting New York is not considered a New York resident. There is no length of residency requirement.

### 2. Male Clinical Breast Examination (CBE) Criteria

Men who are at higher risk for breast cancer based on a personal or family history of breast cancer or men who are currently experiencing symptoms of breast cancer and who also meet all other eligibility criteria may be enrolled in the CSP for associated diagnostic testing. A licensed health care provider should provide documentation that attests to the need for diagnostic services for breast cancer evaluation.

### 3. Breast Cancer Screening/Diagnostics for Women Ages 18-39

Women ages 18-39 who are found to be at high risk for or who have clinically significant findings for breast cancer may be eligible for CSP services. These findings must be assessed by a NYS-licensed health care provider and documented on the *CSP Provider Attestation of Client Eligibility for Women less than 40 Years of Age form* (CSP Operations Manual, Chapter 4: Cancer Screening Guidance, Attachment 4-VII). Women who are ages 18-39 who present with self-reported symptoms are not eligible for clinical breast exams (CBEs) through the CSP; they must first be assessed by a NYS-licensed health care provider as described above. Please refer to CSP Operations Manual, Chapter 4: Cancer Screening Guidance, Section H for more information.

### 4. Income

Persons living at or below 250% of the current Federal Poverty Guidelines (FPG) meet the income criteria for CSP enrollment (see Table 1). Calculations should be based on self-reported, gross household income from all non-public sources. Child support and sources of public support (i.e. food stamps and housing subsidy) should not be included. The CSP client consent form (see CSP Operations Manual, Chapter 4: Cancer Screening Guidance, Attachment 4-I: Informed Consent/Release of Medical Information/Provision of Case Management) includes an attestation of income eligibility by the client. Staff responsible for enrolling clients must confirm the attestation by signing and dating the form. The form must be maintained in appropriate partnership files.

**Household income** is the sum of income received in the previous calendar year by all household members, including household members not related to the client, people living alone, and others in non-family households.

**Table 1: 2011 Federal Poverty Guidelines**

Size of Family Unit	Poverty Guideline	250 % of Guideline	Total Monthly Household Income
1	\$10,890	\$27,225	\$2269
2	\$14,710	\$36,775	\$3065
3	\$18,530	\$46,325	\$3860
4	\$22,350	\$55,875	\$4656
5	\$26,170	\$65,425	\$5452
6	\$29,990	\$74,975	\$6248
7	\$33,810	\$84,525	\$7044
8	\$37,630	\$94,075	\$7840
For families with more than 8 persons, add the following amount for each additional person		\$3,820	

Source: Department of Health and Human Services 2011 Federal Poverty Guidelines

For more information on poverty guidelines, access the U.S. Department of Health and Human Services website at: <http://aspe.hhs.gov/poverty/11poverty.shtml>

### 5. Expanded Income Eligibility

A client living above 250% of the FPG who meets all other eligibility criteria may be enrolled in the CSP if he/she meets the criteria for uninsured or underinsured outlined below.

### 6. Uninsured Criteria

A client is "uninsured" if he or she has no health insurance of *any type*.

### 7. Underinsured Criteria

A client is underinsured if he/she has:

- Health insurance that does not cover clinically appropriate cancer screening or diagnostic services.
- Health insurance with an annual deductible, monthly spend down, or co-payment that is high enough to prevent him/her from obtaining cancer screening services.

Staff responsible for enrolling clients will review eligibility criteria with all clients prior to obtaining client consent. The consent form includes an attestation by the client that he or she meets CSP eligibility guidelines for income and insurance status, as noted above. The client's insurance will be billed first and the CSP will reimburse for services based on the CSP maximum allowable reimbursement rates after the insurance has either denied the claim or made partial payment. Staff responsible for enrolling clients must review eligibility, acquire the attestation from the client and maintain documentation both of the client consent and billing. Both client and CSP provider must be aware that there is no CSP reimbursement if the insurance payment is more than or equal to the CSP maximum allowed reimbursement. Clients with high deductibles must be enrolled in the CSP prior to receiving services and only after the client has identified the deductible to be a barrier to obtaining screening services. Data submission for services does not occur



until information is obtained from billing the insurance first. It is not appropriate to enroll clients after the service has already occurred as a means to pay a bill.

Clients who meet this eligibility criteria must attest that they are “underinsured” on the CSP client consent form (see CSP Operations Manual, Chapter 4: Cancer Screening Guidance, Attachment 4-I: Informed Consent/Release of Medical Information/Provision of Case Management). Staff responsible for enrolling clients must confirm the attestation by signing and dating the form. The form must be maintained in appropriate partnership files.

As always, contractors should focus client recruitment activities on the uninsured populations in their communities.

#### **8. Post Hysterectomy**

Clients with a hysterectomy (surgical removal of a woman’s uterus) must meet one of the following criteria to be eligible for a Pap test and pelvic exam:

- Had a “supracervical or partial hysterectomy” and therefore have an intact cervix.
  - Note: The presence of a cervix can be determined by physical exam if the client is not sure if they have a cervix and medical records are unavailable to assess the presence of a cervix. Clients are eligible for an initial pelvic exam for this determination.
- Had a hysterectomy due to cervical cancer or because of a history of in-utero diethylstilbestrol (DES) exposure.

#### **9. Colonoscopy; Screening or Diagnostic Eligibility**

Uninsured and underinsured clients of any age who are found to be at increased or high risk for colorectal cancer (CRC) may be eligible for colonoscopy through the CSP after undergoing prior approval for colonoscopy. Please refer to CSP Operations Manual, Chapter 4: Cancer Screening Guidance, Section E. Clients ages 50-64 who are symptomatic for colorectal cancer may be eligible for a diagnostic colonoscopy. For more information, see Section C-10 below.

Please note that clients who are at increased risk, high risk or have clinically significant signs and symptoms of CRC should NOT receive a fecal test (FOBT or FIT kit).

#### **10. Medical Consultation**

Clients ages 50 to 64 who present with one or more of the signs and symptoms of CRC listed below may be eligible for the CSP. These signs and symptoms must be assessed by a NYS-licensed health care provider to aid in the determination of CSP eligibility. A client may be referred directly for medical consultation for this evaluation.

##### Signs and Symptoms of CRC:

- Definite, palpable, right sided, abdominal mass
- Definite, palpable, rectal (not pelvic) mass
- Prolonged rectal bleeding with change in bowel habit to more frequent defecation or looser stools
- Persistent rectal bleeding without anal symptoms (soreness, discomfort itching, lumps, prolapse, pain)
- Nonspecific signs or symptoms strongly suggestive of colorectal cancer: melena (black, tarry stools), pencil of stools (thin stools difficult to pass) or iron deficiency anemia of undefined origin

#### **11. Not Undergoing Treatment**

Clients with a personal history of breast, cervical, colorectal cancer or dysplasia must complete treatment and have no evidence of residual or recurrent disease, must not be currently receiving coverage through the NYS Medicaid Cancer Treatment Program (Operations Manual, Chapter 7) and must be released to routine screening to be eligible for screening services through the CSP. Women receiving long-term hormonal therapy (e.g. Tamoxifen) have completed treatment for the purposes of this definition.

## Cancer Screening Intervals

### 1. Breast Cancer

The CSP recommends and reimburses for breast cancer screening tests at the following intervals:

- Mammogram every one to two years beginning at age 40 and continuing for as long as a woman is in good health
- CBE annually for women ages 40 and over in conjunction with a gynecological health assessment or just prior to their screening mammogram

Women at increased risk for breast cancer should discuss screening options with their medical providers. While the CSP does not provide reimbursement for all advanced testing for women at high risk for breast cancer, the CSP partnerships may assist women to obtain alternate funds, either through referral to public health insurance programs for which they qualify, or to other available sources.

### 2. Cervical Cancer

The CSP recommends and reimburses for cervical cancer screening tests at the following intervals:

- Pap tests bi-annually in women over the age of 40 and then every three years after the completion of three consecutive, normal liquid-based or conventional Pap tests within a five-year period (60 months).\*\*
- High-Risk HPV DNA test in women over the age of 40 when done in conjunction with a liquid-based Pap test. Women who have both a negative high-risk HPV DNA test and a negative Pap test should not have another cervical cancer screening for three years.\*\*

\*\*Note: Women who are immunocompromised, are infected with HIV, or were exposed in utero (as a fetus) to diethylstilbestrol (DES) should be screened annually with a Pap test. Additionally, women who have received treatment for pre-cancerous cervical conditions (e.g., Cervical Intraepithelial Neoplasia 2) should be followed appropriately by their health care provider before returning to a regular biannual screening schedule.

Cervical cancer screening in women who have had a hysterectomy (removal of the uterus) is addressed in CSP Operations Manual, Chapter 3: Eligibility, Section C-8.

### 3. Colorectal Cancer

The CSP recommends and reimburses for CRC screening tests at the following intervals:

- Fecal tests (either FOBT or FIT) annually in average-risk men and women ages 50 and older.
- Colonoscopy in men and women at increased or high risk for CRC to begin at varying ages depending on the individual's risk criteria.

The CSP initiated a pilot program for colonoscopy in average-risk individuals who undergo "Informed Decision Making" (IDM) at specific contractor/providers in 2010. For information related to the IDM pilot see Attachment 4-IV.

Following a screening colonoscopy for a CSP client, CSP providers should recommend the date of the next screening or surveillance visit. Refer to CSP Operations Manual, Chapter 6: Reimbursement to determine when the subsequent CRC screening or diagnostic services can be reimbursed through the CSP.

## D. **Diagnostic Follow-up of Abnormal Screening Test Results**

### 1. Breast Cancer

Diagnostic follow-up is performed when a breast cancer screening test (mammogram and/or CBE) indicates that additional evaluation is required to assess an abnormal finding. A self-reported abnormal finding (i.e., a finding reported by a client) is not considered an abnormal finding. CSP contractors and providers must follow the required timeframes for diagnostic follow-up per program guidance from the NBCCEDP.

Diagnostic follow-up for an abnormal finding on a breast screening test must be completed as soon as possible, but no later than 60 days from the initial screening date. The CSP will reimburse for breast cancer diagnostic services for clients only under the following circumstances:

- A mass or other suspicious finding is noted on a CBE. For the purposes of follow-up a repeat CBE, surgical consultation and/or ultrasound must be performed. A mammogram alone cannot rule out breast cancer after an abnormal CBE.
- A screening mammogram is interpreted with a BIRADS result of “suspicious abnormality,” “highly suggestive of malignancy,” or “assessment incomplete.” In the CSP, a BIRADS 0 or “assessment incomplete” mammogram that requires additional mammographic or special views is reported as diagnostic mammogram on the Follow-up Form, not as a diagnostic mammogram on the Screening Intake Form. For further information related to the reporting of information on CSP data forms, please refer to the CSP Data Dictionary located on the “Resource” tab of the Indus Data system.

The CSP provides reimbursement for diagnostic follow-up for abnormal breast findings that are related to breast cancer. The CSP does not reimburse for surveillance of benign breast conditions. If there is a clinically significant change to a previously confirmed benign breast finding, a new diagnostic evaluation may be initiated.

Clients of any age diagnosed with breast cancer or precancerous breast conditions should be appropriately referred for treatment and may be eligible for Medicaid coverage for this treatment. See CSP Operations Manual, [Chapter 7](#): NYS Medicaid Cancer Treatment Program for information about Medicaid coverage for breast cancer treatment.

## 2. Cervical Cancer

Diagnostic follow-up is performed when a cervical cancer screening test indicates that additional evaluation is required to assess the abnormality. CSP contractors and providers must follow the required timeframes for diagnostic follow-up per program guidance from the NBCCEDP.

Diagnostic follow-up for an abnormal finding on a cervical cancer screening test should be completed as soon as possible, but no later than 90 days after the date from the initial screening.

The CSP only provides reimbursement for diagnostic follow-up for abnormal Pap test results and pelvic exam findings that are potentially related to cervical cancer or precancerous cervical changes. The CSP partnerships should assist women with Pap test and pelvic examination results indicative of another type of gynecologic cancer (vaginal, vulvar, endometrial or ovarian) to obtain alternate funds through referral to public health insurance programs for eligible women or through other sources. Clients with non-cancerous conditions (such as infections or sexually transmitted diseases [STDs]) may be referred to Title X Family Planning Clinics, Federally Qualified Health Centers, or STD clinics for diagnosis and treatment of these conditions.

Clients of any age diagnosed with precancerous cervical changes or cervical cancer should be appropriately referred for treatment and may be eligible for Medicaid coverage for this treatment. See CSP Operations Manual, [Chapter 7](#): NYS Medicaid Cancer Treatment Program for information about Medicaid coverage for cervical cancer treatment.

## 3. Colorectal Cancer

Diagnostic follow-up is performed when a CRC screening test indicates that additional evaluation is required to assess the abnormality that is present. CSP contractors and providers must follow required timeframes for diagnostic follow-up per program guidance.

Diagnostic follow-up for all positive fecal tests must be completed as soon as possible, but no later than 60 days from the fecal test development date. Providers should conduct proper follow-up for all positive fecal tests with a complete examination of the colon.

Abnormal results on a colonoscopy may be indicative of different conditions, including some not related to CRC or polyps. Clients found to have a condition other than polyps or CRC (such as hemorrhoids, upper gastrointestinal bleeding, or inflammatory bowel disease) should be appropriately managed by a health care provider. The CSP does not reimburse for treatment services for diagnoses other than those related to CRC. The CSP partnerships may assist such men or women to obtain alternate funds through referral to public health insurance programs, or other sources.

Clients found to have adenomatous polyps, hyperplastic polyps, hereditary non-polyposis colon cancer (HNPCC) or familial adenomatous polyposis (FAP) should be appropriately followed-up according to clinical guidelines.

Clients diagnosed with CRC should be appropriately referred for treatment and may be eligible for Medicaid coverage for this treatment. See CSP Operations Manual, [Chapter 7](#): NYS Medicaid Cancer Treatment Program for information about Medicaid coverage for CRC treatment.

### **Reimbursement Guidelines**

Clinical services are paid for by the CSP contractor to the CSP-credentialed provider after the contractor has submitted all required data to the NYSDOH CSP and has been reimbursed by the NYSDOH. It is the responsibility of the contractor to reimburse participating providers for CSP-reimbursable clinical services from a provider invoice and in accordance with the CSP maximum allowable reimbursement rates. Therefore, contractors must have written agreements with participating providers that include agreements to provide services as outlined by the CSP Operations Manual and provisions of the contract described in Appendix A-3 (see CSP Operations Manual, Chapter 2: Partnership Required Activities and Standards, Section D for a copy of [Appendix A-3](#)). For reimbursement of clinical services, contractors and providers must:

1. Request reimbursement for clinical services only for clients who meet the eligibility criteria as defined in the CSP Operations Manual, [Chapter 3](#): Eligibility.
2. Treat the CSP as the Payor of last resort. All providers agree to first bill client's other insurance and/or third party payor(s) for services provided through the CSP. Providers further agree that they may only seek CSP reimbursement from the CSP contractor and may not submit claims for reimbursement directly to New York State (NYS).
3. Accept reimbursement rates established by the CSP as payment in full for all services that are covered by the CSP. Maximum allowable reimbursement rates are issued annually by the CSP and are included in the *New York State Department of Health Cancer Services Program Reimbursement Schedule (Attachment 6-I)*. The *New York State Department of Health Cancer Services Program Reimbursement Schedule* represents reimbursement in full for specific services. The CSP does not reimburse for services billed by Current Procedural Terminology (CPT) code or on Health Care Financing Administration (HCFA) billing forms. Providers agree not to charge clients for the difference between the CSP reimbursement rate and the provider's usual fees. The CSP reimbursement rate is based on Medicare regional rates which include the technical and professional component of the service to be reimbursed. Under no circumstance shall providers bill CSP clients for the services that are reimbursed by the CSP.
4. Submit reimbursable services in a timely manner on a completed Screening Intake Form (SIF) and, where applicable, a Follow-up Form (FF).
5. Submit accurate demographic, screening, diagnostic, treatment and any other data required by NYS in a timely manner and in the format required by NYS.
6. The provider agrees that the reimbursement for clinical services will not be provided by NYS to the CSP contractor for reimbursement to the provider until appropriate data have been submitted and accepted in the CSP data system.

### **E. Maximum Allowable Reimbursement for Clinical Services**

The CSP is the Payor of last resort. The CSP will pay for services according to the *New York State Department of Health Cancer Services Program Reimbursement Schedule (Attachment 6-I)* ONLY if the client meets all eligibility criteria and no other sources of payment are available for the services. Other sources include private insurance, managed care plans, Medicare, Medicaid, and Title X Family Planning Services.

Payor of last resort as it applies to Indian Health Service (IHS) Clinics and Tribally Operated Clinics: IHS is designated as the Payor of last resort, meaning that all other available alternative resources, including IHS facilities, must first be used before payment is expected. According to 42 CFR 136.61 (2002), IHS is the Payor of last resort for persons who have an alternate resource, notwithstanding any State or local law or regulation to the contrary. Accordingly, IHS will not be

responsible for or authorize payment for medical services to the extent that an alternate resource is available (Reference: CDC, NBCCEDP Program Guidance Manual, Policies and Procedures, Attachment C-1, April 2007). Therefore, the CSP may be billed for eligible services rendered outside of the IHS provider or facility to persons qualifying under the IHS who have no additional health insurance coverage or source of payment.

Refer to the *New York State Department of Health Cancer Services Program Reimbursement Schedule (Attachment 6-I)*. The reimbursement criteria are not clinical guidelines. These criteria address reimbursement of services through the CSP only. Alternate funds must be identified to reimburse for services which are recommended by providers, but are not reimbursed by the CSP.

NOTE: For reimbursement policies related to Family Planning Programs, refer to *Attachment 6-II Guidance for Cancer Services Program Partnerships and Title X Family Planning Providers, July 2009*.

## **Guidance for Cancer Services Program Partnerships and Title X Family Planning Providers July 2009**

This information is being provided to assist partnerships and providers with understanding client eligibility for CSP reimbursable services when clients are referred to Title X family planning providers. As of April 1, 2009, the CSP eligibility for reimbursable services changed to serve women ages 40 years and older. There are a few exceptions to this which are outlined in the CSP policy. See CSP Operations Manual Chapter 4: Cancer Screening Guidance, Section H (CSP Policy for Breast Cancer Screening for Women below the Age of 40). However, clients 40 years of age and older who are referred to a Title X family planning provider should not automatically be assured that the visit will qualify for submission to the CSP for reimbursement.

The NYS Department of Health recommends that clients receive, as appropriate, the full range of services for which they are eligible. Therefore, if a woman 40 years of age or older presents to a Title X family planning provider for a visit (annual exam) for breast cancer screening (CBE) and cervical cancer screening (pelvic exam, Pap test and /or HR HPV DNA) and is also in need of contraceptive services, the full range of services are to be provided.

Therefore, when a client ages 40 years and older requires information and a service to regulate fertility, the visit becomes a Title X family planning visit; the breast and/or cervical cancer screening performed at this family planning visit are not eligible for CSP reimbursement. Clients who receive Title X eligible services will be assessed and assigned to a sliding fee scale for the Title X family planning visit.

A woman 40 years of age and older who has breast and/or cervical cancer screening at a family planning provider and who meets CSP eligibility will still qualify for a CSP-reimbursable mammogram at a CSP-participating provider, whether or not she is a Title X client. Title X does not cover breast imaging services. It is recommended that clients referred by CSP contractors to Title X family planning providers be informed at the time of referral, that if, at the time of the visit for breast and/or cervical cancer screening, they need or require any services related to birth control or family planning, the visit will not be eligible for CSP reimbursement and that they will be responsible for the fee-scaled cost of the visit. CSP contractor staff members are not required to triage or ask women questions about their methods of contraception. However, CSP contractor staff must communicate to a woman referred to a Title X family planning provider that the cancer screening services at this visit may not be reimbursable by the CSP.

Some examples of this include:

- A 40 year old woman is referred by CSP contractor staff to a Title X family planning provider for breast and cervical cancer screening. During the visit, the woman indicates that she needs either a new prescription or renewal for birth control (oral contraceptives, NuvaRing, Evra, Depo-Provera, etc.). The visit becomes a Title X family planning visit and is not eligible to be billed to the CSP.

- A 40 year old woman is referred by CSP contractor staff to a Title X family planning provider for breast and cervical cancer screening and she has an IUD. If at the visit there is a need to

discuss a problem with her IUD or the need to change the method, then it is not a CSP-eligible visit: this constitutes a Title X family planning visit which is not eligible for CSP reimbursement. If however, she has an IUD, but there is no required counseling or method change for this client, and all that is performed is her routine breast and cervical cancer screening, then it is a CSP eligible visit.

- A 40 year old woman had a tubal ligation at age 37 and is not in need of any services for birth control or regulation of her fertility; she requests breast and cervical cancer screening. This woman is CSP-eligible. If however, at the time of the visit, she requests counseling and information regarding reversal of her tubal ligation so that she might achieve another pregnancy, the visit would then be a Title X family planning visit and is not reimbursable by the CSP.
- A 40 year old woman is relying on her male partner's vasectomy as her method of birth control. This woman is eligible for breast and cervical cancer screening. However, if this same woman indicates at the time of the visit that while one of her partners has a vasectomy, she has another partner, who does not and needs to discuss the use of other methods of birth control, including the use of condoms, that visit now becomes a Title X family planning visit and is not reimbursable by the CSP.
- A 40 year old woman has a same sex partner and is not in need of contraception or a 40 year old woman is not sexually active and requires no information or services related to birth control or the regulation of her fertility. This woman is eligible for a CSP-reimbursed visit for breast and cervical cancer screening. If, in either of these situations, the woman indicated at the visit that she needed information regarding planning a pregnancy, then the visit is not eligible for CSP reimbursement. This example would include the client with a same sex partner who is interested in information regarding her and her partner attempting a pregnancy with a donor. This is not a CSP eligible visit

## Exhibit "B"

Patient Service Fees: \$52,824

**Exhibit C**  
**Reporting and Vouchering Requirements**

The **Reporting Frequency** for this Contract shall be:

Monthly

**Voucher /Reports submission:**

The Contractor shall submit all vouchers and reports required hereunder to the address noted:

Tom Justin  
NYS Dept. of Health  
Empire State Plaza, Corning Tower  
Room 1025  
Albany, NY 12237-0658



**Attachment A**  
**General Terms and Conditions - Health Research Incorporated Contracts**

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.

2. **Allowable Costs/Contract Amount –**

- a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
- b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
- c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable (as reasonably determined by HRI) to the Agreement, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.
- d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. **Administrative, Financial and Audit Regulations –**

a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

<b>Contractor Type</b>	<b>Administrative Requirements</b>	<b>Cost Principles</b>	<b>Audit Requirements Federally Funded Only</b>
College or University	2 CFR Part 215	2 CFR Part 220	OMB Circular A-133
Non Profit	2 CFR Part 215	2 CFR Part 230	OMB Circular A-133
State, Local Gov. or Indian Tribe	OMB Circular A-102	2 CFR Part 225	OMB Circular A-133
Private Agencies	45 CFR Part 74	48 CFR Part 31.2	OMB Circular A-133
Hospitals	2 CFR Part 215	45 CFR Part 74	OMB Circular A-133

b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

#### 4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
  - A copy of the Contractor's latest audited financial statements (including management letter if requested);
  - A copy of the Contractor's most recent 990 or Corporate Tax Return;
  - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
  - A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
  - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Vouchers received after the 30-day period may be paid or disallowed at the discretion of HRI. Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.
5. **Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.
6. **Representations and Warranties** – Contractor represents and warrants that:
- a) it has the full right and authority to enter into and perform under this Agreement;
- b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
- c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
- d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. **Indemnity** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents and employees, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. **Amendments/Budget Changes –**

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. **Insurance –**

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
  - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
  - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's AL policy. The AL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
  - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.

- 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and
- d) Be reasonably satisfactory to HRI in all other respects.

**10. Publications and Conferences –**

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer and Use of Logos: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by Project Sponsor number <insert award #> from <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

**11. Title -**

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI at no cost to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

**12. Confidentiality -** Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

**13. Equal Opportunity and Non-Discrimination -** Contractor acknowledges and agrees, to the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, that 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, Contractor agrees that

neither it nor its authorized subcontractors, if any, 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 Agreement. 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 Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

**14. Use of Names** - Unless otherwise specifically provided in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

**15. Site Visits and Reporting Requirements -**

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

**16. Miscellaneous -**

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Contractor's duties under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Contractor's performance under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.
- f) All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.

- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

**17. Federal Regulations/Requirements Applicable to All HRI Agreements -**

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.

**18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -**

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
  - 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
  - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
  - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
  - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
  - 5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment).

- 6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
  - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
  - 8) PHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
  - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the PHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
  - c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
  - d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
  - e) Criminal Penalties for Acts Involving Federal Health Care Programs\_- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
  - f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
  - g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
  - h) Anti-Kickback Act Compliance - If this contract or any subcontract hereunder is in excess of \$2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
  - i) Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of \$2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
  - j) Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of \$2,000 or a non-construction contract in excess of \$2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.
  - k) Clean Air Act Compliance - If this contract is in excess of \$100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- l) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42. U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

**19. Required Federal Certifications –**

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- d) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- e) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- g) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- h) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- i) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- j) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/reviselep.html>.
- k) Equal Employment Opportunity, requires compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.



# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

PATRICE A. BOGAN, MS, FNP  
INTERIM DIRECTOR OF HEALTH

## ADMINISTRATION

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

September 6, 2012

FN 20 12-386

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

HEALTH & HUMAN SERVICES



## WAYS & MEANS

Dear Mr. Picente:

Attached are three (3) copies of a grant between Oneida County through its Health Department and The Central New York Affiliate of Susan G. Komen for the Cure.

Breast cancer continues to be the second leading cause of death in women, the first being lung cancer. Although breast cancer is less common in younger women, it is usually more aggressive and may explain the poor survival rates in this age group. This grant will provide clinical breast examinations, screening mammography and diagnostic services to underserved women in Oneida, Herkimer and Madison Counties. There will be an increase in the number of women encouraged to obtain regular breast cancer screenings through education and outreach to underserved women in Oneida, Herkimer and Madison Counties, as well as supportive services.

The term of this grant will become effective on April 1, 2012 and remain in effect through March 31, 2013 in the amount of \$30,000. This grant is 100% state funded. The reason this grant is being submitted for approval after the effective date is due to the late receipt from affiliate.

This is not a program mandated by public health law.

If this grant meets with your approval, please sign where indicated.

Sincerely,

Patrice A. Bogan, MS, FNP  
Interim Director of Health

attachments  
ry

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

Date 10/2/12



# GRANT CONTRACT

## CENTRAL NEW YORK AFFILIATE OF SUSAN G. KOMEN FOR THE CURE GRANT CONTRACT

PERIOD OF GRANT: April 1, 2012 - March 31, 2013

GRANTEE: Oneida County

PROJECT DIRECTOR: Wendy Hunt

BREAST CANCER PROJECT TITLE: Cancer Services Program of Oneida, Herkimer and Madison Counties

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Central New York Affiliate of the Susan G. Komen Foundation ("Komen Affiliate") does hereby grant Oneida County on behalf of its Health Department ("Grantee") funds in the amount of \$30,000.00 ("Grant Funds" or "Grant") subject to the terms and conditions below ("Grant Contract"). This Grant Contract shall be null and void if not executed within 90 days of the date stamp above.

1. Breast Cancer Project:
  - A. Unless otherwise stated herein, the breast cancer project ("Breast Cancer Project"), which is the subject of this Grant Contract, shall be implemented as described in Grantee's grant application to Komen Affiliate ("the Grant Application"). A copy of the Grant Application is attached hereto as Exhibit "A" and made a part hereof for all purposes. To the extent that the terms of this Grant Contract conflict with the terms of Exhibit "A," the terms of this Grant Contract shall prevail.
  - B. The Grant Funds shall be used exclusively as set forth in the budget ("Budget") in the Grant Application. Notwithstanding the above and the provisions of Section 1.D, Grantee, at its discretion and without a formal request, may move up to five percent of total Grant Funds across budget categories to implement the Breast Cancer Project. However, Grant Funds may not be moved across categories, if the result exceeds any maximum allowable cost set for a budget line

item, such as equipment or indirect costs. Any such changes exceeding these limits require prior written approval by the Komen Affiliate.

- C. Komen Affiliate shall receive copies of all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, reports, articles and other publications and materials created in connection with the Breast Cancer Project (collectively, the "Materials") at no charge. Grantee grants Komen Affiliate, the Foundation (as such term is defined below) and the Foundation's affiliates a limited, non-exclusive license to use such Materials for their own non-commercial purposes.
- D. Komen Affiliate shall be notified at least 30 days in advance in writing and must give prior written approval for any proposed changes to the design, key personnel, Budget, content, goals, objectives or timeline of the Breast Cancer Project.

2. Grant Payments and Remittance of Unspent Grant Funds:

- A. Grant Funds shall be payable in two equal installments of \$15,000.00 each. The first payment shall be made to Grantee upon receipt by Komen Affiliate of this Grant Contract fully executed, and the second payment shall be made to Grantee after Komen Affiliate's receipt of timely Progress Report (as such term is defined below) that contain the required or satisfactory information, as determined by Komen Affiliate in its sole discretion. Notwithstanding the above, Komen Affiliate may require Grantee to deplete the current installment of the Grant Funds prior to receiving the payment of the next installment of the Grant Funds.
- B. Within 45 days after the expiration or early termination of this Grant Contract, Grantee shall remit to Komen Affiliate all unspent Grant Funds.

3. Reports/Submission Items and Right to Audit:

- A. A progress report substantially in the form attached hereto as Exhibit "B" ("Progress Report") shall be due on **November 5, 2012**, and shall include, but not be limited to, the following information: a reasonably-detailed accounting of Grant Funds spent to date, with a detailed explanation of any variances in the Budget; progress made toward meeting objectives outlined in the Grant

Application; number of people served; notice or receipt of other sources of support for the Breast Cancer Project; copies or examples of all Materials produced as a result of the Breast Cancer Project; up to date documentation of Komen Affiliate acknowledgments; a listing of articles submitted for publication and the status of those articles; presentations made regarding the Breast Cancer Project; and signed affirmation from the Health Department Director of Grantee that the report has been reviewed and approved.

- B. Within 45 days following the expiration or early termination of the Grant, a final report, substantially in the form attached hereto as "Exhibit C" (the "Final Report") shall be due. In addition to the information referenced in Section 3.A, the Final Report must include an evaluation of the impact of Komen Affiliate's sponsorship of the Breast Cancer Project.
- C. Any and all surveys or other items submitted by Komen Affiliate to Grantee for completion regarding this Grant must be completed and returned to Komen Affiliate no more than 45 days following the expiration or early termination of the Grant.
- D. Grantee agrees to maintain accurate and complete records of the expenditure of the Grant Funds and agrees that Komen Affiliate may conduct an audit of such records at any time reasonably requested by Komen Affiliate.
- E. The reports provided for herein will not be considered confidential, and Komen Affiliate may contract with third parties to assist in the review and evaluation of such reports. Komen Affiliate shall not be responsible for any damages resulting from the disclosure of the content of such reports to third parties.

4. Acknowledgments and Licensed Mark:

- A. As a sponsor of the Breast Cancer Project, Komen Affiliate shall be given high visibility at all symposia, conferences and other presentations or events and recognition in all printed and electronic Materials created in connection with the Breast Cancer Project.
- B. Komen Affiliate has been granted by The Susan G. Komen Foundation, Inc. d/b/a Susan G. Komen for the Cure (the "Foundation") a non-exclusive license to use the Central New York Affiliate of Susan G. Komen for the Cure name in conjunction with the signature logo (the "Licensed Mark"). Komen Affiliate grants Grantee a limited, non-exclusive sublicense to use the Licensed Mark

solely to acknowledge Komen Affiliate's Grant hereunder. Komen Affiliate will provide Grantee with camera-ready artwork of said Licensed Mark. Grantee will present to Komen Affiliate for its approval prior to printing, distribution, publication, display or use any and all materials created by Grantee, its agents or spokespersons, which use or refer to the Licensed Mark. It is agreed and understood that Foundation retains all right, title and interest in and to the Licensed Mark, which shall remain the exclusive property of Foundation. Grantee is prohibited from transferring, sublicensing or assigning its rights to use the Licensed Mark.

- C. Komen Affiliate may release information regarding this Grant and the Breast Cancer Project to the general public and news media. Grantee grants to Komen Affiliate a non-exclusive license to include Grantee's name in information pertaining to the Grant that is released to the public.

5. Term and Early Termination of Grant:

- A. This Grant Contract shall be effective as of the date hereof and shall terminate on **March 31, 2013**, except that the provisions of Sections 1.C, 2.B, 3.B, 3.C, 3.D, 3.E, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 16 and 18 shall forever survive termination.
- B. If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Grant Contract, or anticipatorily breach this Grant Contract, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Grant Contract by written notice thereof to the defaulting party. In the event of an early termination under this Section 5.B due to a breach by Grantee, Grantee shall provide Komen Affiliate with the Final Report and/or surveys required under Sections 3.B and 3.C, respectively, (with information available as of the termination date) and reimburse Komen Affiliate all unspent funds granted hereunder as of the termination date.
- C. Notwithstanding the provisions of Section 5.B, Komen Affiliate may terminate this Grant Contract immediately due to the occurrence of any one or more of the following events:
  - (i) Komen Affiliate does not approve any of the Breast Cancer Project changes, as required by Section 1.D above.

- (ii) Komen Affiliate has a reasonable good faith basis to believe that there has been financial or administrative impropriety or fraud committed by Grantee.
- (iii) Grantee loses or changes its Internal Revenue Service tax exempt status.
- (iv) Grantee is debarred from the receipt of federal or state funding.
- (v) The Breast Cancer Project is not conducted in conformance with applicable laws, or any approvals, licenses or certifications required to conduct the Breast Cancer Project are not obtained or are suspended or revoked.
- (vi) Grantee commits a willful breach of this Agreement or an act of gross negligence or willful misconduct in connection with the Breast Cancer Project.

In the event of an early termination under this Section 5.C, Komen Affiliate shall have no further obligation to provide funding hereunder, and Grantee immediately shall (i) provide Komen Affiliate with the Final Report and/or surveys required under Sections 3.B and 3.C, respectively, which shall include all information available as of the termination date; (ii) reimburse Komen Affiliate for the full amount of funds granted hereunder that have been expended in connection with and subsequent to any of the above occurrences; and (iii) immediately refund all unspent funds as of the termination date.

- D. Notwithstanding the provisions of Section 5.B and 5.C, Komen Affiliate may terminate the Agreement immediately and receive full reimbursement of the funds granted hereunder in the event Komen Affiliate does not receive the Final Report and/or surveys required under Section 3.B and 3.C, respectively, when due and/or such report and/or survey(s) do not contain the required or satisfactory information, as determined by Komen Affiliate in its sole discretion.
  - E. The provisions of this Section 5 shall not preclude Komen Affiliate from seeking any other remedies that may be available under this Agreement and applicable law.
6. Non-Guarantee of Additional Support: This Grant is accepted by Grantee with the understanding that Komen Affiliate is not obligated to provide any additional financial support, or other support, to Grantee, its agents or spokespersons, in connection with the Grant, the Grant Contract, the Breast Cancer Project or for any other reason.
7. Representations, Warranties, Covenants and Certifications:

A. Grantee Representations, Warranties, Covenants and Certifications:

- (i) Grantee represents and warrants that the Breast Cancer Project complies with and will continue to comply with all applicable laws, statutes, rules and regulations, as amended from time to time, including but not limited to the Health Insurance Portability & Accountability Act of 1996, and all applicable anti-terrorist financing and asset control laws, statutes and executive orders, including but not limited to the USA Patriot Act and Executive Order No. 13224.
- (ii) Grantee represents and warrants that it has not accepted any duplicative funding for the Breast Cancer Project. Grantee shall provide Komen Affiliate notice of all sources of additional funding for the Breast Cancer Project. In the event the additional funding may be duplicative of the funding provided by Komen Affiliate, then Grantee shall notify Komen Affiliate and Komen Affiliate at its sole discretion shall determine whether Grantee shall refuse the duplicative funding or accept the new funding and reimburse all duplicative funds granted hereunder to Komen Affiliate.
- (iii) Grantee represents that it has the authority to grant the license to the Materials as set forth in Section 1.C. No Materials to be delivered to Komen Affiliate, nor any element thereof, violate or will violate the right of privacy or publicity, or defame or violate any copyright, trademark or service mark or any common law or other right of any third-party.
- (iv) Grantee represents and warrants that it is a tax exempt municipal government under the Internal Revenue Code and shall continue to qualify as such throughout the term of this Agreement.
- (v) Grantee is a New York state municipal corporation validly existing and in good standing under the laws of the State of New York and in all other jurisdictions in which it conducts its business and has all requisite power and authority to carry on its business as now conducted.
- (vi) None of the execution and delivery of this Agreement by Grantee, the consummation of the transactions contemplated hereby or compliance by Grantee with any of the provisions hereof conflict with, or result in any violation of or default under (with or without notice, the lapse of time or both) or give rise to a right of termination or cancellation under



any provision of: (i) the certificate of formation of Grantee; (ii) any contract or permit to which Grantee is a party or (iii) any applicable law or any order of any governmental body.

B. Mutual Representations and Warranties:

- (i) Each party represents and warrants that it has all the requisite power and authority to execute, deliver and perform this Agreement and consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all required action on the part of such party. This Agreement has been duly and validly executed and delivered by each party and constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.
- (ii) Each of the signatories to this Agreement represents and warrants in his or her capacity as an authorized signatory of such party and not individually that he or she has the capacity and has been duly authorized to execute this Agreement on behalf of the entity so indicated and that no additional authorization or approval is required.

8. Non-endorsement: It is expressly agreed and understood by the parties hereto that the Grant shall not constitute an endorsement by Komen Affiliate of any entity, organization, company or individual, nor the products, actions, behavior or conduct of any entity, organization, company or individual, and any negligent or intentional misrepresentation by Grantee to the contrary, in any context and in any forum, shall constitute a material breach of this Agreement, and the same shall be grounds for immediate termination of this Agreement by Komen Affiliate. In the event of any such misrepresentation, Komen Affiliate may require Grantee to publicly acknowledge the misrepresentation in a like forum in which the misrepresentation was made. It is agreed that in the event of a breach of this provision, damages may not be an adequate remedy, and Komen Affiliate shall be entitled to whatever other remedies are available under applicable law.

9. Governmental Compliance: Grantee will cooperate with Komen Affiliate in supplying additional information to Komen Affiliate, or in complying with any procedures which might be required by any governmental agency in order for Komen Affiliate to establish that it has observed all requirements of the law with respect to this Grant.

10. Assignment: This Grant Contract is entered into by Komen Affiliate in reliance of the qualifications of Grantee and shall not be assigned by Grantee, voluntarily, involuntarily, directly or indirectly, by change of control, merger, operation of law or otherwise, without Komen Affiliate's prior written consent.
11. Indemnity and Insurance:
- A. As between the parties to this Grant Contract, Grantee is solely responsible for any liabilities that may arise in connection with the Breast Cancer Project. To the extent not prohibited under the state and local laws which govern Grantee, such party agrees to indemnify and hold Komen Affiliate harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that Komen Affiliate may incur by reason of Grantee's negligence or misconduct, omission or breach of any of the provisions of this Grant Contract or by reason of any third-party claim or suit arising out of or in connection with Grantee's performance or failure to perform pursuant to this Grant Contract.
- B. Grantee agrees to maintain the following insurance during the term of this Grant Contract: (i) commercial general liability insurance with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death, and property damage; and (ii) excess/umbrella insurance, excess to the insurance set forth in (i) above, with a limit of not less than \$5,000,000. Grantee shall name Komen Affiliate as an additional insured under its commercial general liability insurance policy solely with respect to the Breast Cancer Project and any additional policies and riders entered into by Grantee in connection with the Breast Cancer Project.
12. Dispute Resolution: In the event of any dispute arising out of this Grant Contract, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in Syracuse, New York. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that Komen Affiliate believes that immediate injunctive relief is required due to a violation of law or to protect the Licensed Mark, Komen Affiliate may invoke immediate powers of the appropriate court of law without the requirement to first mediate the dispute.

13. Entire Agreement: This Grant Contract supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties between the parties with respect to the subject matter hereof other than those set forth herein.
14. Governing Law and Venue: This Grant Contract shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 12 shall be filed and heard in the state or federal courts of the state of New York, and the parties consent to the exclusive jurisdiction of such courts.
15. Notice: Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the preamble or such other address of which either party may from time to time notify the other.

All notices to Grantee shall be sent to:

Director, Oneida County Department of Health, , 185 Genesee St., 5<sup>th</sup> Floor,  
Utica, NY 13501

All notices to Komen Affiliate shall be sent to:

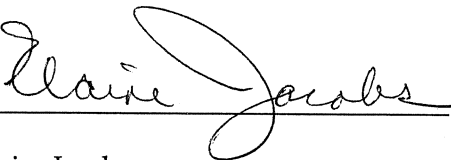
Central New York Affiliate of Komen for the Cure, 5008 Brittonfield Pkwy.  
Suite 300, E. Syracuse, NY 13057, 315-472-4288

16. No Partnership: The nature of this Grant Contract is a funding agreement, and no employment, partnership, joint venture or agency relationship is created.
17. Severability: If any provision of this Grant Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any applicable institution, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. No Waiver: Failure of Komen Affiliate to enforce its rights under this Grant Contract shall not constitute a waiver of such rights.
19. Counterparts: This Grant Contract may be executed simultaneously in one or more counterparts. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Grant Contract made by reliable means (e.g., photocopy, facsimile) shall be considered an original.

AGREED TO AND ACCEPTED BY:

The Susan G. Komen Foundation, Inc. d/b/a Central New York Affiliate of the Susan G. Komen Foundation

By: 

Name: Elaine Jacobs

Title: President of the Board

Oneida County

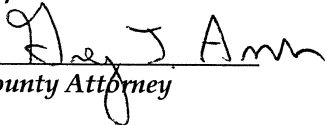
By: \_\_\_\_\_

Name: Anthony J. Picente, Jr.

Title: County Executive

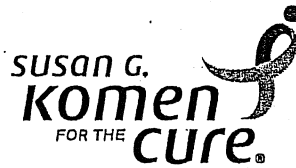
Date: \_\_\_\_\_

*Approved as to Form:*

  
County Attorney

*Attachments to Grant Contract:*

- EXHIBIT A: Grant Application  
EXHIBIT B: Form of Progress Report  
EXHIBIT C: Form of Final Report



Central New York Affiliate  
Grant Application 2012-2013 Cover Page

**Organization Information**

Project Title: CSP of Oneida, Herkimer and Madison Counties  
Organization Name: Oneida County Health Department  
Legal Name: CSP of Oneida, Herkimer and Madison Counties  
Department: Oneida County Health Department  
Federal Tax ID: 15-6000460  
Phone: 315-798-5229 Fax: 315-798-5071  
Address: Adirondack Bank Building; 185 Genesee St., 5<sup>th</sup> floor;  
City: Utica State: NY Zip (include +4): 13501  
County: Oneida Website: Ocgov.net  
Amount Requested: \$30,000

Please indicate the type of organization:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
501(c)(3)	Federally-qualified health clinic	Hospital	Government agency	Religious organization	School	University

**Project Director Information**

First Name: Wendy Last Name: Hunt Degree(s): BA  
Email: whunt@ocgov.net  
Phone: 315-798-5229 Fax: 315-798-5071  
Address: Adirondack Bank Building, 185 Genesee St., 5<sup>th</sup> floor.  
City: Utica State: NY Zip (include +4): 13501

**Community Contact**

First Name: Wendy Last Name: Hunt Degree(s): BA  
Phone: 315-798-5229

**Abstract: (Please limit your abstract to 1500 characters.)**

Provide a brief description of the proposal including the following:

1. The purpose of the program
2. A description of key activities
3. A summary of evaluation measures
4. The likely impact of the program

The Cancer Services Program of Oneida, Herkimer and Madison Counties (CSP), through the Oneida County Health Department, is applying for funding from the CNY Affiliate of Susan G. Komen for the Cure in order to be able to focus on several different populations. Screening mammograms will be made available monthly to women of the Oneida Indian Nation, education and awareness opportunities will be offered to Latino women in the city of Utica, screening and diagnostic breast health services will be provided to underserved women who are not otherwise eligible for CSP services, and education, awareness and screening services will be made available in rural areas for women who have trouble accessing such services. Additionally, supportive services and side-effect management will be afforded to women who have barriers to screening, diagnostic or treatment services. Our success will be measured by whether or not we are able to reach the number of people that we hope to serve, as indicated in the work plans, as well as looking at past performance and comparing it to current performance. The likely impact of the program is to increase early detection rates, help women access services that they need but are not able to access themselves, and increase the awareness of the importance of good breast health services. The CSP feels that our mission is congruent to that of CNY Affiliate of Susan G. Komen for the Cure, and that we will be able to effectively represent the Affiliate's mission in the community.

**Please enter up to 10 keywords that describe your proposed project:**

Provide breast cancer awareness, education and screening to underserved women.

**Please indicate how your organization will use the grant funds by percentage:**

	52%	Education	25%	Screening	16%	Diagnosis
	%	Treatment	7%	Treatment Support		
%	Survivorship	%	Health Care Delivery/Systems Change			

**Which of the priorities from the CNY Affiliate's Community Profile does your project propose to address?**

- 1)  Programs that are designed to provide increased awareness of free and reduced-cost services, particularly among underserved women.
- 2)  Programs whose goals and methodologies are designed to reach underserved women.
- 3)  Programs that include services to help patients navigate through the continuum of care to insure that they are screened and that those with positive screening findings receive the appropriate follow-up diagnostic and treatment services.

**Target Counties:**

Oneida, Herkimer, Madison

How long has your organization received funds from Komen for this project : 15

**In what way is your organization involved with the National Breast and Cervical Cancer Early Detection Program?**

- Not Involved
- CDC Grantee
- Provider
- Contractor
- Other **We receive funding via NYS Cancer Services Program**

**Partners** (List partnering organizations and the services they will provide; letters of support are accepted and will be discussed under Application Instructions on the RFA):

Organization	Services Provided	Partner # Years
Oneida Healthcare Center	Medical services; Referral services; Education	15+
American Cancer Society	Support and Referral services	15+
Oneida County Health Department	Referral; Education; Oversight	15+
Faxton St. Luke's Health Care Regional Cancer Center/Lymphedema Treatment and Management Program	Education; Support and Referral Services	15+

**Target Populations (select up to four primary populations):**

**Ethnic/Racial Groups**

- Unspecified
- African American, African descent (non-Hispanic origin)
- American Indian/Alaskan Native**
- Asian
- Pacific Islander
- Hispanic/Latina(o)**
- Middle Easterner
- White (non-Hispanic Origin)
- Other **Rural**
- Other
- Other
- Other

**General Population**

- Unspecified**
- Youth 0-19
- Adults 20-39
- Adults 40-49
- Adults 50-64
- Adults 65+

**Gender**

- Unspecified**
- Females
- Males

**Named Groups**

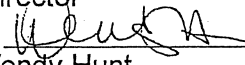
- Survivors
- Survivors, living with metastatic disease
- Co-Survivors
- English as a second language
- Immigrants, Newcomers, Refugees
- Offenders, Ex-Offenders
- Homeless
- Uninsured, Underinsured**
- Healthcare providers
- Lesbian/Gay/Bisexual/Transgender
- Migrant Workers
- Jewish
- Persons with Disabilities



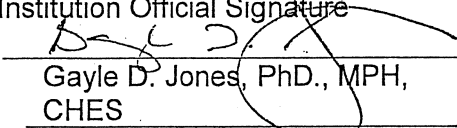
**Required Signatures**

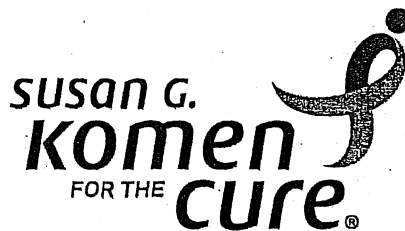
I understand that funding decisions are made at the sole discretion of Susan G. Komen for the Cure Central New York Affiliate.

Program Director

Signature:  Date: 12/5/11  
Name: Wendy Hunt Title: Program Coordinator

Approving Institution Official Signature

Signature:  Date: 12/5/11  
Name: Gayle D. Jones, PhD., MPH, Title: Director of Health  
CHES



### Organization Summary

Please provide a brief description of the organization's history. If your program is part of a larger organization, briefly explain the mission of the larger entity and your relationship to it (limit of 750 characters).

The Oneida County Health Department (OCHD) has been around for 38 years, since 1973, providing services to the County that fulfills its mission to prevent, promote, and protect the health and well being of the community. Adhering to this mission, the Cancer Services Program of Oneida, Herkimer and Madison Counties (CSP) provides life saving breast, cervical and colorectal cancer screenings and diagnostic services for eligible uninsured/underinsured residents of all three counties. Currently the funding from the CNY Affiliate of Komen helps to support this mission in allowing the CSP to pay for services that are not covered under the CSP grant, such as breast screenings for women under the age of 40, and MRI's.

State the mission of the organization (limit of 500 characters).

The mission of the OCHD is to prevent, promote, and protect the health and well being of the community. OCHD offers run a gamut of services to include:

- the Environmental Division provides supervision of restaurants, campsites, temporary residences, among many other places, to ensure health hazards are at a minimum to their guests
- the Lead Primary Prevention Program has reduced lead hazards and increased the lead-safe housing stock
- H1N1 immunization clinics were held in each school district in Oneida County
- the CSP provided cancer screenings for many men and women without health insurance

Describe the current programs and accomplishments (limit of 500 characters).

There are many programs housed as a part of the OCHD that work together to provide the best possible services to help accomplish the OCHD's mission in the community. Just to name a few are the Women, Infant and Children (WIC), Maternal/Child Nursing (MCH), Community Health Worker Program (CHWP), the Cancer Services Program (CSP), Early Intervention Services, Clinical Services, Special Children Services, and Environmental Health. The Women, Infant and Children (WIC) program serves approximately 5,800 participants monthly, and with the implementation of support groups on site, has helped participants make healthier eating and lifestyle choices. Since April of 2011, the CSP has exceeded its screening levels from most recent years, having screened 515 people overall, and providing 378 clinical breast exams and 453 screening mammograms.

Please explain how your organization seeks to be diverse and inclusive (limit of 750 characters).

Different programs at OCHD offer services to diverse populations, as many are grant funded and have specific purposes. For example, the Community Health Worker Program is a grant funded program designed to educate women who are pregnant and/or parenting on the importance of primary health care. Pregnant women receive assistance with accessing local OB clinics, and the outreach workers educate the women on the importance of immunizations, lead hazards, safe sleep and home safety. While this program is specific to pregnant and parenting women, women of all cultural backgrounds, ethnicities and geographic locations are served through the program. This is the same principal with the CSP. While the grant dictates that we serve women ages 40 to 64 and men 50 to 64, we are diverse and inclusive within those guidelines, serving people of all ethnicities, cultures and geographic locations.

Number of paid full time staff: 83

Number of volunteers: 0

Organization total annual budget: \$25,385,422 for year 2012

## ORGANIZATIONAL CAPACITY

The Oneida County Health Department (OCHD) has been around for 38 years, since 1973, providing services to the County that fulfill its mission to prevent, promote, and protect the health and well being of the community. Adhering to this mission, OCHD accomplishes this through activities designed and performed for the promotion of good health and the prevention of disease, illness and injury in coordination and collaboration with our community partners. There are many other departments housed within OCHD working together to provide the best possible services to help accomplish our mission and goals. Among these departments are the Community Wellness Division which includes Maternal/Child Nursing (MCH), Community Health Workers Program (CHWP), the Cancer Services Program of Oneida-Herkimer-Madison Counties (CSP), Child Health Promotion Program, Injury Prevention Program and Early Intervention Therapies. The Environmental Division encompasses the Community Sanitation, Lead Primary Prevention Program, Childhood Lead Poisoning Prevention Program, and the Water Program. Additional programs include Early Intervention Services, Special Children Services, Clinical Services, Women Infant and Children (WIC) Program, and Health Education and Public Information. All departments within OCHD join their collective forces and participate in numerous health-related events throughout the year. OCHD now has two Public Health Educators who focus on educating the community on wellness, safety and disease prevention. All of the other departments listed have continuously made numerous accomplishments, often surpassing their anticipated goals. This is due to the cooperative efforts of all department managers in at OCHD that personally believe in the mission and its responsibility to the community. Because of this, OCHD is best suited in this area to lead this project. Many of the programs that are a part of the Community Wellness Division provide breast health information to their clients and offer information to them on how to receive no cost or low cost breast screenings. The CSP worked hard this year to increase the community's awareness of the services provided, part of that being services funded through the CNY Affiliate of Komen for the Cure. There has been an increase in the number of clinical breast exams and screening mammograms provided to residents. In the 2010/2011 Program year, the CSP provided 498 clinical breast exams and 567 screening mammograms. Eight months into the 2011/2012 Program Year, we have provided 380 clinical breast exams and 458 screening mammograms. We are on target to almost double the number of screening services this year.

Program Year	Clinical Breast Exams	Screening Mammograms
2008/2009	457	453
2009/2010	394	468
2010/2011	498	567
2011/2012 (eff. 11/30/11)	380	458

The OCHD is fiscally capable of managing the funds entrusted to us by the CNY Affiliate of Komen for the Cure, as we have a Financial Director whom we work closely with to monitor the funding and how it is being spent. The CSP Program Coordinator reviews the funds monthly to make sure they are being spent appropriately. The CSP Data Manager keeps a spreadsheet of clients that receive screening and diagnostic services through the Komen grant and ensures that the funds are used for allowable services.

## STATEMENT OF NEED

Early detection has been shown to save lives. Breast exams and mammography can detect breast cancer early on, increasing treatment options and improving survival rates. Women who do not have insurance or are poorly educated on breast cancer prevention are at the highest risk of dying from breast cancer. Among women who are uninsured, the cancer is often detected at a later stage and has metastasized, decreasing options and survival rates. Women in those groups include the working poor, women in very rural areas and women of color. The Komen Grant will help us bring much needed services to a variety of women in the rural and urban areas, including breast exams and mammography as well as surgical consultation if needed. In conjunction with the CSP, we will be able to assist any women in need from ages 18 and up.

The goal of OCHD for this next grant year is not only to continue to focus on the women in rural areas and helping them receive breast health information and access to no cost breast screenings, but to also begin to working more with the women of the Oneida Indian Nation (OIN) on the border of Oneida and Madison County, and the Latino population in the city of Utica.

We have traditionally focused on the rural areas of Oneida, Herkimer and Madison counties, as these women tend to have problems accessing care due to their distance from the local medical centers. We bring the service to them by offering opportunities throughout the year for these women to have breast screenings on the Bassett Healthcare's Mobile Mammography Coach. Women who live in very rural areas also tend to have higher incidence rates as

compared to their urban counterparts. According to the Center for Disease Control, Division of Cancer Prevention and Control, 67.6% of rural women aged 40 or older had a mammogram within 2 years as compared to urban women, which was 75.4%. According to the 2010 Poverty Report published by the NYS Community Action Association, we have an average of 13% of the people in this tri-county area without health insurance.

According to the Native American Cancer Research website, the incidence of breast cancer among Native American women is not high. In the Eastern tribes, which include approximately 25 states, there are 69.1 new cases of breast cancer per 100,000 women. The women of the OIN are offered many services as part of the Indian Health Services program, but a screening mammogram is not one of those services provided. It is still important for these women to receive preventive screenings as early detection is crucial in treatment and survival rates. If there is no access to screening mammography for these women, the incidence and mortality rates could go up.

In the city of Utica, there is a large Latino population, whose women traditionally maintain their privacy with regard to their health. Our previous efforts have not placed much emphasis on this population. While Latino women have a lower incidence of breast cancer than non-Hispanic, white women, they are more likely to be diagnosed with larger tumors and advanced stage breast cancer than non-Hispanic white women. Their mortality rates are higher as well, possibly due to the stage at which the cancer is diagnosed. We would like the opportunity to try to work with this population in Utica, gain enough trust and respect among the women and their families to be able to educate them on the importance of regular breast cancer screenings. We will provide access to no cost screenings if they are uninsured.

## Project Description

The goals that we have chosen to address for the 2012/2013 Program Year include providing screening and diagnostic services to underserved women in Oneida, Herkimer and Madison Counties, encouraging newly uninsured and/or unemployed women to obtain regular breast cancer screenings through outreach and education, and to provide support services to underserved women in the three counties. We will focus on women in rural areas, Oneida Indian Nation women and the Latina population of the Utica area. We will require staff to be trained in cultural competency so as to be able to successfully work with these women to teach them the basics of breast health. The basics will include information about when a woman should start regular breast cancer screenings, what these screenings entail, where they can access these screenings, and where they can get assistance in accessing the

services if this is required. We will also educate women in the importance of self breast exams, how to perform them and what to look for. Among other resources, we will utilize Komen-developed materials.

The services that the CSP offers are absolutely in line with Komen's priority areas. The CSP exists to provide free services to underserved women and men, including breast cancer screenings. Our goals and outreach plans are geared to reaching underserved women of all races and ethnicities. The funding from Komen will assist in spreading the word in Oneida, Herkimer and Madison Counties about the services that the CSP provides to underserved women, and will supplement the CSP in providing services that are not funded under that grant. We have a Case Manager as part of our staff who helps navigate women through the continuum of care. If an uninsured woman is diagnosed with breast cancer, she is enrolled in the Medicaid Cancer Treatment Program (MCTP) and re-certified yearly until her doctor feels she no longer needs treatment. The Case Manager continues to follow the women who are enrolled in the MCTP to assist with any supportive services that may not be covered through the MCTP and may provide a barrier for that woman in getting to her treatment appointments. Komen funding will help us to provide these women with access to transportation and childcare, and translation services. Once a woman on the MCTP is no longer in need of treatment and if she is still uninsured, she is then re-enrolled in the CSP so that she can continue to be monitored with regular screenings as prescribed by her doctor.

## Collaboration

As a NYS CSP, we are partnered with many organizations in the community to help us reach our goals and provide services. For providing screening and diagnostic services, OCHD contracts with the following medical facilities:

**St. Elizabeth's Medical Center**  
**Faxton St. Luke's Health Care**  
**Bassett Healthcare**  
**Mohawk Glen Imaging**  
**Oxford Medical Imaging**  
**Oneida Healthcare Center**  
**Community Memorial Hospital**  
**Planned Parenthood of Mohawk Hudson**  
**Rome Memorial Hospital**  
**Northeast Nurse Practitioners Family Health**  
**Surgical Associates of Utica**

Oneida Surgical Group  
Rome Medical Practice  
Tri-County Medical  
Women's Health Associates of Oneida County  
Utica Community Health Center (a Federally Qualified Health Center)  
Elizabeth Wende Breast Clinic

Additionally, other community members that partner with us and assist in offering the community information about the availability of free breast cancer screenings include:

**Mohawk Valley Perinatal Network-MVPN** holds the Facilitated Enroller program who we work closely with in order to ensure that people are offered all of the resources for which they are eligible. The Facilitated Enrollers refer women to OCHD who are not eligible for public health insurances and their services are covered either through CSP or Komen funds. They encourage women to take advantage of the free breast cancer screenings and breast health education provided through these grants.

**MVP Healthcare**

**Excellus**

**CD-PHP**

**FidelisCare**

**United Healthcare**

The above listed health insurances all have facilitated enrollment programs for the public health insurances, and they assist in referring women to the OCHD for breast screening services if the women are not eligible for public health insurance.

**American Cancer Society-ACS** provides support to the CSP with information distribution, assistance on different CSP projects and initiatives in the community, helps with the advertisement of the CSP and recruiting clients. ACS is a recognized advocate for breast cancer awareness, and offers the CSP tremendous support in terms of educating the community on the services that can be offered to underserved women.

**The Gorman Foundation**

**The Mary Rose Clinic (free clinic in Oneida, NY)/Madison County Community Action Program-** This clinic, which is funded through The Gorman Foundation and Madison County Community Action Program, sees only uninsured people. The doctors who volunteer at this clinic will do clinical breast exams for women and then refer them to OCHD for mammography.

**ARISE, Inc. -** ARISE also has a Komen grant for education and outreach, and will refer women to OCHD for screening services and follow up.



**Faxton Regional Cancer Center** - Works closely with OCHD by providing assistance with outreach and education efforts. The Perfect Fit Boutique looks to the OCHD to help some of the underserved women who come in for head coverings or adaptive clothing, in addition to other supportive services, which are all provided through the Komen funding.

**Bassett Cancer Center** - Works with OCHD to provide referrals for services provided through the CSP or Komen grant.

**Madison County Health Department (MCHD)**

**Herkimer County Health Department (HCHD)**

**The Neighborhood Center of Utica**

**YWCA**

**Oneida County Office for the Aging (OFA)**

**Food Bank of Central NY**

MCHD, HCHD, The Neighborhood Center, YWCA, OFA and the Food Bank all assist in promoting breast health awareness and what services are available for underserved women at OCHD.

**MPW Marketing** - Provides marketing services to promote awareness in the community of the breast health services offered by OCHD through both the CSP and Komen.

At the Oneida County Health Department, the nursing staff and Community Health Workers provide breast health and screening information to their clients. Additionally, the Program/Outreach Coordinator and outreach workers for the CSP will work to coordinate community education in each county.

## Sustainability

Through the CSP of Oneida, Herkimer and Madison Counties, OCHD is committed to supporting the goals of this grant. The resources of the Department that are utilized in sustaining this service to the community include the financial oversight, the ability to find the women who are eligible for no cost screenings from the Komen grant, targeted outreach to underserved women in the tri-county area specifically for educating them on good breast health, and the outreach support through other OCHD community outreach programs as well as partner programs within the community. The CSP administers this project through OCHD, and is committed to doing so. The CSP is an appropriate vehicle for the Komen mission as the CSP offers outreach services as well as education and awareness services to include the mission of Komen. With the Komen funding to promote breast health awareness and provide screening/diagnostic services, we will be able to reach more people to promote early detection. When any cancer is found early,

treatment options are better and the time the patient loses at work and with family is greatly reduced. Local leaders will find that an impact of this project in the community will likely be that local employers could see a reduction in the loss of work time due to illness, and fewer public funds will be required to pay for costly medical needs if the patient is uninsured. The funding will relieve a burden to local medical providers in that they will receive reimbursement for services for women that may have otherwise not been able to pay for those services. In the tri-county area, there are no other programs that will bring needed treatment to younger women. The NYS CSP is the only other program which offers no cost mammograms and other diagnostic procedures to underserved women, but CSP guidelines do not allow for regular preventive breast screenings for women under the age of 40. Komen funds allow us to do this for some younger women. The Komen funds also allow us to provide supportive services (ie: access to transportation) and adaptive clothing to women receiving breast cancer treatment. In the 2010-2011 grant cycle, we were able to utilize Komen funds to purchase one breast prosthesis and 5 post mastectomy bras, and a lymphadema sleeve for women who had breast cancer. We also were able to purchase \$200 in gas cards for a woman who was travelling 100 miles round trip to receive chemotherapy for breast cancer.

Not only have the CSP guidelines changed regarding screening women under 40 years old, OCHD has seen changes in its organizational budget so the funds from Komen are more important than ever to support not just screening services but outreach efforts to promote better breast health and the awareness of breast cancer prevention and symptoms.

## Evaluation

Records are maintained of all women screened including copies of their exam reports. A spreadsheet is kept documenting women that receive their screening and/or diagnostic services specifically through the Komen grant, in order to help us keep track of the funds and how many services are provided through this avenue. The CSP requires the completion of a Screening Intake Form for people who receive services through the program. This form is completed as well for women whose screening and/or diagnostic services are paid through the Komen grant. As part of this form, the client is asked how she heard about the program, so that allows us to track how we are making the tri-county area aware of the services offered.

To evaluate the success of our outreach methods, we will utilize brief client or participant surveys asking if their feelings about breast health have

changed or if they learned anything based on the program, event or literature. We will ask if participants would like to see any changes to future events. From these surveys, we will be able to determine what changes need to be made for the future. At the time we submit our six month report, we will evaluate the effectiveness of our goals to that point. If we are not reaching the number of people we expected to reach, or if we are not making an impact in the way we had anticipated, we will re-evaluate our methods and delivery to see where we can make changes in order to see success in the second half of the Program Year. A timeline will be utilized to ensure our activities are on track and we will correct any problems encountered that might prohibit us from meeting our goals.

In terms of providing services and side-effect management, we are hoping to provide supportive services to at least 5 women, and side-effect management to at least 10 women. A separate spreadsheet will be kept in order to track the women and services or clothing that are provided.

**Project Work Plan 2012-2013**

**Project Work Plan instructions:**

- Please fill out one tab for each Goal
- You may enter multiple objectives for each goal but it is not required.
- To select an intervention below, click on "Select from list" and then click on the drop down arrow to display choices. You may select up to four interventions for each objective. You may enter an intervention under "Other" if it doesn't appear on the list.

**Goal: 1**

To provide CBE's, screening mammography and diagnostic services to underserved women in Oneida, Herkimer and Madison Counties.

**Objective 1:**  
(limit 300 characters)

Having identified the Oneida Indian Nation women as an underserved population, we will provide them an opportunity to go to Oneida Healthcare on pre-arranged days once a month, to get a screening mammogram free of charge.

**Timeline:**

Start Date:

4/1/2012

End Date:

3/31/13

**Intervention:**

**Other :**

- Public education (e.g. radio, telev
- Material development and disser
- In-reach programs (result in getti
- Provide free or low-cost screenin

**Individual Responsible:**

Wendy Hunt, Oneida Healthcare

**Individuals Served:**

(please list anticipated #)

60

**What methods and techniques will you use to evaluate the effectiveness of this objective?**

\*Number of appointments that we are able to schedule \*A  
survey will go to each participant upon completion of services, asking about the convenience of the events, how they heard about the event, and if they would participate in this event again in the future.

(limit 300 characters)

**Objective 2:**

Fund an advertising campaign to promote an annual local breast

(limit 300 characters)

cancer screening event in October 2012 in order to increase the number of women reached by this event. Advertising will promote the event and Komen's dedication to the fight against breast cancer.

**Timeline:**

Start Date:

9/15/2012

End Date:

10/30/2012

**Intervention:**

**Other :**

Public education (e.g. radio, telev

Material development and disser

**Individual Responsible:**

Wendy Hunt, MPW Marketing

**Individuals Served:**

(please list anticipated #)

approximately 70

**What methods and techniques will you use to evaluate the effectiveness of this objective?**

(limit 300 characters)

\*We will see in increase from October 2011 in the number of women who participate in the event.

\*All participants receive a survey, tied to a drawing at each mammography site, asking how they heard about the event, which will allow us to track how many heard about the event through the advertising.

**Objective 3:**

(limit 300 characters)

Provide breast cancer screening and/or diagnostic services for women under the age of 40 or those otherwise ineligible for CSP services.

**Timeline:**

Start Date:

4/1/2012

End Date:

3/31/2013

**Intervention:**

**Other :**

Events (e.g. health fairs) in access

Outreach programs (that result in)	
In-reach programs (result in getti	
Provide free or low-cost screenin	

**Individuals Served:**

(please list anticipated #)

Wendy Hunt, Lynda Kiefer, Jackie

**What methods and techniques will you use to evaluate the effectiveness of this objective?**

(limit 300 characters)

\*Number of women receiving breast cancer screenings who are under the age of 40 or ineligible for CSP services will increase from previous years

**Project Work Plan**

**Project Work Plan instructions:**

- Please fill out one tab for each Goal
- You may enter multiple objectives for each goal but it is not required.
- To select an intervention below, click on "Select from list" and then click on the drop down arrow to display choices. You may select up to four interventions for each objective. You may enter an intervention under "Other" if it doesn't appear on the list.

**Goal: 2**

There will be an increase in the number of women encouraged to obtain regular breast cancer screenings through education and outreach to underserved women in Oneida, Herkimer and Madison Counties.

**Objective 1:**  
(limit 300 characters)

We will increase the number of attendees to our annual rural health and wellness event in Steuben, NY. We will increase the awareness of good breast health with the help of a speaker brought in to address Women's Health issues, specifically breast health, while lunch is provided for vendors and attendees. We will maintain the number of CBE's and mammograms provided on the Bassett Healthcare's Mobile Mammography Coach that day. Komen literature will be distributed.

**Timeline:**

Start Date:

3/28/2013

End Date:

**Intervention:**

**Other :**

Public education (e.g. radio, telev	Reduce barriers to mammography
Group education (e.g. lectures, w	
Events (e.g. health fairs) in access	
Provide free or low-cost screenin	

**Individual Responsible:**

Wendy Hunt, Lynda Kiefer, Jackie

**Individuals Served:**

(please list anticipated #)

50

**What methods and techniques will you use to evaluate the effectiveness of this objective?**  
(limit 300 characters)

\*Attendees will be asked to answer a few questions on a survey to determine if they learned anything new from the speaker.  
\*An increase in the number of attendees in March 2013 over March 2012 will be \*An increase in the number of new attendees All of these items will be measured through a survey distributed to

**Objective 2:**  
(limit 300 characters)

An outreach worker will be hired to work seven hours a week, to reach Latino women, who we have identified as a local hard to reach group. The worker will educate them on the importance of good breast health and breast cancer screening, and offer free screening services if the women are uninsured.

**Timeline:**

Start Date:

4/1/2012

End Date:

3/31/2013

**Intervention:**

**Other :**

Events (e.g. health fairs) in access

Group education (e.g. lectures, w

Provide translation/interpretatio

Accessible facilities for screening

**Individual Responsible:**

Wendy Hunt, Outreach worker

**Individuals Served:**

(please list anticipated #)

**What methods and techniques will you use to evaluate the effectiveness of this objective?**  
(limit 300 characters)

\*Number of new Latino women referred  
\*Number of events attended at Latino venues.

**Objective 3:**  
(limit 300 characters)

We will see an increase in the number of events the outreach workers in Madison and Herkimer Counties participate in in order to reach underserved residents in these areas. They will ensure that information about Susan G. Komen for the Cure, and services this CSP offers related to Komen is disseminated throughout the counties, to patients as well as providers.

**Timeline:**

Start Date:

4/1/2012

End Date:

3/31/2012

**Intervention:**

**Other :**



Public education (e.g. radio, telev	Accessible facilities for screening
One-on-one education	
Events (e.g. health fairs) in access	
Health care professional training	

**Individuals Served:**  
(please list anticipated #)

100+
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**What methods and techniques will you use to evaluate the effectiveness of this objective?**  
(limit 300 characters)

\*Number of new clients referred based on this targeted outreach in each county  
\*We will measure the number of events attended in rural areas during the 12/13 Program Year versus that in the 11/12 Program Year.

**Project Work Plan**

*Project Work Plan instructions:*

- Please fill out one tab for each Goal
- You may enter multiple objectives for each goal but it is not required.
- To select an intervention below, click on "Select from list" and then click on the drop down arrow to display choices. You may select up to four interventions for each objective. You may enter an intervention under "Other" if it doesn't appear on the list.

**Goal: 3**

To offer supportive services to underserved women in Oneida, Herkimer and Madison Counties.

**Objective 1:**  
(limit 300 characters)

We will help reduce barriers to screening, diagnostic or treatment services by providing translation services and assistance in accessing transportation and elder/child care.

**Timeline:**

Start Date:

4/1/2012

End Date:

3/31/2013

**Intervention:**

**Other :**

In-reach programs (result in getti	
Reduce other barriers to mammo	
Reduce costs to patient for diagn	
Reduce other barriers to treatme	

**Individual Responsible:**

, Jackie Sebastian, Robin Potenski,

**Individuals Served:**

(please list anticipated #)

5

**What methods and techniques will you use to evaluate the effectiveness of this objective?**  
(limit 300 characters)

\*We will see an increase in the number of people we have served in this capacity during the 12/13 Program Year, versus the 11/12 Program Year.

**Objective 2:**  
(limit 300 characters)

Komen funding will help to provide head coverings or adaptive clothing to some women who are in treatment for breast cancer and are not able to purchase these products for themselves.

**Timeline:**

Start Date:

4/1/2012

End Date:

3/31/2013

**Intervention:**

**Other :**

Side-effect management (e.g. pro	
Select from list	
Select from list	
Select from list	

**Individual Responsible:**

Lynda Kiefer, Jackie Sebastian,

**Individuals Served:**

(please list anticipated #)

10

**What methods and techniques will you use to evaluate the effectiveness of this objective?**

(limit 300 characters)

\*We will see an increase in the number of people we have served in this capacity during the 12/13 Program Year, versus the 11/12 Program Year.

**Objective 3:**

(limit 300 characters)

**Timeline:**

Start Date:

End Date:

**Intervention:**

**Other :**

Select from list	
Select from list	
Select from list	
Select from list	

**Individuals Served:**

(please list anticipated #)

**What methods and techniques will you use to evaluate the effectiveness of this objective?**

(limit 300 characters)



Central New York Affiliate Budget Form 2012-2013

	Requested from Komen	From Other Sources		Total Required
		Cash	In Kind	
Salaries	\$2,980.00			\$2,980.00
Fringe (Benefits, Taxes)	\$1,090.00			\$1,090.00
Consultant Costs				
Supplies				
Equipment (not to exceed \$5,000)				
Travel				
Patient Care Costs				
Screening	\$7,455.00			\$7,455.00
Diagnostics	\$5,000.00			\$5,000.00
Treatment				
Transportation	\$500.00			\$500.00
Sub-contracts	5,460.00 (Outreach Worker)			\$5,460.00
Other (itemize below)				
Advertising	\$4,500.00			\$4,500.00
Outreach Events	\$1,515.00			\$1,515.00
Translation & Child Care	\$500.00			\$500.00
Clothing	\$1,000.00			\$1,000.00
Subtotal - Direct Costs	\$30,000.00			\$30,000.00
Indirect Costs (not to exceed 15% of direct costs)				
Total	\$30,000.00			\$30,000.00

**See Budget Justification attached to Grant Proposal (pp.10-11)**

## **ATTACHMENTS**

- Budget Justification**
- Bio-Sketch forms for staff**
- Sample Health Event Evaluation Form**
- Example of Breast Screening Week Eval Form**
- Example of Spreadsheet for  
Screening/Diagnostic Services Provided**
- Sample Spreadsheet for Provision of  
Supportive Services/Adaptive Clothing**
- Attached separately is the Cancer Services Program integrated  
Screening Intake Form eff. 8/2011**

## Budget Justification

SERVICE	SPECIFICATION
Program Manager* (Wendy Hunt)	Funds from the Komen Grant will cover partial costs of Program Manager for administration of the project (10% time on the project).
Case Manager* (Lynda Kiefer)	Funds from the Komen Grant will cover partial costs of the case manager for doing outreach and case managing the clients (5% time on the project).
Data Manager* (Robin Potenski)	Funds from the Komen Grant will cover partial costs of the data manager for doing outreach and paying bill for the clients (5% time on the project).
Office Specialist* (Jackie Sebastian)	Funds from the Komen Grant will cover partial costs of the Office Specialist for screening clients (4% on the project).
Outreach Worker (To be determined)	Funds from the Komen Grant will cover the cost of an Outreach Worker to spend seven hours a week focusing on providing breast health basics to Latino women in Utica, NY.
Director of Community Wellness** (Irene Willett)	Funds from the Komen Grant will cover partial costs of the Director of Community Wellness for overseeing the administration of the project (1% on the project).
Patient Care Costs (Screening & Diagnostics)	This line is intended for outpatient diagnostic services only, ie. mammograms, ultrasounds, MRI's and other diagnostic services needed. A portion of the funds will be set aside specifically for providing screening mammograms to women of the Oneida Indian Nation.
Other Expenses (Not medical)	This line will cover supportive services including accessing transportation and elder/child care, translation services, adaptive clothing (ie: bras,

<p><b>Outreach/Screening events</b></p>	<p>bathing suits, prosthesis.), and head coverings (ie: wigs)</p> <p>This will cover the costs of:</p> <ol style="list-style-type: none"> <li>1. Promoting an annual Breast Cancer Screening event in October. Costs associated may be mailings, television/radio advertising, and other supplies for the events.</li> <li>2. To help pay for our participation in the annual Breast Cancer Awareness Luncheon held by the Mayor of Utica. The Mayor donates the funds that are raised by this luncheon, back to the Komen Foundation to help support projects such as this one.</li> <li>3. To help cover the costs of the yearly, rural screening event in Oneida County, with the Bassett Healthcare Mobile Mammography Coach and to include a speaker on women's health issues.</li> <li>4. Outreach efforts aimed at the Latino population of Utica, to include meeting with small groups to discuss breast health basics.</li> <li>5. General outreach in rural areas to include health fair participation, information to providers about the services that Komen can fund through OCHD/CSP.</li> </ol>
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\* Remainder of salary and fringe are in-kind from the NYS Cancer Services Program

\*\* Time on this project is all in-kind from Oneida County Health Department



## Bio Sketch Form

### Biographical Information

**Name:** Wendy Hunt

**Title:** Program Manager

**Education:**

<b>Institution</b>	<b>Degree</b>	<b>Year Conferred</b>	<b>Field of Study</b>
Muhlenberg College Allentown, PA	B.A.	1993	Psychology
SUNY IT	MSW	N/A	Social Work

**Professional Experience:**

**7/2008- Present: Program/Outreach Coordinator for Cancer Services  
Program of Oneida, Herkimer & Madison Counties**

Job duties include the oversight of local CSP functioning, planning of outreach events and promotion of the program in the community.

**2/07-7/08: Receptionist for Congressman Michael Arcuri, Utica  
district office**

Job duties included but were not limited to fielding constituent phone calls, light casework, assisting constituents with obtaining passports, greeting visitors.

**6/06-2/07: Receptionist for Physical Therapist**

Job duties included answering phones, scheduling appointments, working with insurance companies and NYS Workers Compensation to ensure patients were covered for services.

**10/97-6/06: Supervisor, School Based Preventive Services  
Program**

Job duties included supervising 10 caseworkers in 4 school districts in Oneida County, maintaining relationships with local school district staff, directing caseworkers in ensuring the safety of children in their homes.

<b>Bio Sketch Form</b>
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**Biographical Information**

**Name:** Lynda Kiefer

**Title:** Case Manager

**Education:**

Institution	Degree	Year Conferred	Field of Study
Mohawk Valley Community College	Certificate	1984	Dental Assistant
NYS DOH Emergency Services	Certificate	2003	EMT
NYS DOH Emergency Services	Certificate	2007	CPR Instructor
Oneida County DSS	N/A	2007	Case Manager

**Professional Experience:**

**6/08-Present: Case Manager for NYS Cancer Services Program of Oneida, Herkimer & Madison Counties**

Job duties include helping clients schedule appointments for program covered medical appointments, referring for needed services, keeping track of client appointments, maintaining client case records, doing outreach and education in the community.

**2003-Present: EMT with Whitesboro NY Fire Department**

**2002-2008: Child Support Investigator, Oneida County Department of Social Services.**

Job duties included managing child support cases.

**1999-2002: Account Clerk with Child Support unit for Oneida County Department of Social Services.**

Job duties included processing child support orders.

## Bio Sketch Form

### Biographical Information

**Name:** Robin Potenski

**Title:** Data Manager

**Education:**

Institution	Degree	Year Conferred	Field of Study
Mohawk Valley Community College	Associates.	1979	Human Services/ Child Care

**Professional Experience:**

**11/04- Present: Data Manager for Cancer Services Program (CSP) of Oneida, Herkimer & Madison Counties, Oneida County Health Dept**

Job duties include but are not limited to submitting data to the NYS DOH web based system for individuals screened by the CSP, submitting vouchers for payment of services, preparing and sending monthly billing reports to Fiscal Manager, and doing outreach to recruit new clients.

**6/00-11/04: Family Assessment Worker, Healthy Families Program at the Oneida County Health Dept.**

Job duties included but were not limited to reviewing hospital and clinic records in accordance with confidentiality policies, regular contact with local medical facilities and human service agencies, assessing parents in their homes to determine program eligibility, and making referrals for appropriate services.

**8/92- 6/00: Community Health Worker at Oneida County Health Dept.**

Job duties included but were not limited to assisting culturally diverse families with a risk of incarceration, mental illness, domestic violence and substance abuse in finding necessary health and preventive services, conducting basic health assessments and educating on parenting skills and child development, assisting clients with personal goals to gain self-sufficiency, provide outreach to the community to promote awareness of the program.

<b>Bio Sketch Form</b>
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**Biographical Information**

**Name:** Jackie Sebastian

**Title:** Office Specialist

**Education:**

Institution	Degree	Year Conferred	Field of Study
Otero Junior College	Associates	2004	General Studies
Southern New Hampshire University	Bachelors	will be complete 10/2012	Business Communications

**Professional Experience:**

**2/11-Present: Office Specialist for NYS Cancer Services Program of Oneida, Herkimer & Madison Counties, Oneida County Health Dept.**

Job duties include but are not limited to screening clients for eligibility into the program, outreach events in the community, data entry, managing contracts with medical providers, tracking services provided and other data.

**6/06 -8/10: APAC Customer Services, Utica, NY**

Jobs included Team Leader, Assistant Team Leader, Trainer and Customer Service Representative. Duties included but were not limited to managing a team of 12-24 customer services representatives, coaching, counseling and training of representatives, handling escalated phone calls, running reports, training new hires, resolving customer complaints and assisting customers with returns, refunds, billing issues and technical support.

**6/05 -10/05: Sales Manager for Red-Dot Wireless, La Junta, CO**

Duties included but not limited to managing kiosk, training and supervising up to four associates, promotion of product, preparing reports and contracts.

**5/04 - 8/05: Cashier at The Beer Joint, La Junta, CO**

Duties included greeting customers, inventory, stocking, preparing reports/orders, and promotion.

**11/03 - 10/04: Customer Service for The Product Line, La Junta, CO**

Duties included resolving customer complaints, assistance with returns and refunds.

**Bio Sketch Form**

**Biographical Information**

**Name:** Irene Willet, PHN, BSN

**Title:** Director of Community Wellness

**Education:**

<b>Institution</b>	<b>Degree</b>	<b>Year Conferred</b>	<b>Field of Study</b>
SUNY IT Marcy	BSN	2000	Nursing
Mohawk Valley Community College	AAS	1991	Nursing

**Professional Experience:**

- 2010- Present:** Director of Community Wellness, Oneida County Health Department  
Utica, NY
- 2002-2009:** Program Coordinator, Community Health Worker Program and Maternal Child Health Supervisor, Oneida County Health Department  
Utica, NY
- 1992-2002** PRI Screener, Adult Home Care, Oneida County Health Department, Utica, NY
- 1992-1992** Med/Surgical Unit, St. Luke's Hospital  
Utica, NY
- 1991-1992** Neurology Unit, Crouse-Irving Hospital  
Syracuse, NY

**Sample Health Event Evaluation Form**

**Community Health Event  
Evaluation Form**

Please take a minute to fill out this evaluation to let us know how we are doing.  
Tear off the small form below to be entered to win one of several drawings.

- 1) Where did you hear about this event?  
a. Newspaper ad  
b. Poster/Flier  
c. Radio ad  
d. Other: \_\_\_\_\_

- 2) What did you feel was the most important to you?  
a. Free screenings  
b. Information/Education  
c. Other: \_\_\_\_\_

- 3) Did you learn any new information regarding breast health from today's  
speaker?    Yes    No    If yes, what did you learn?  
\_\_\_\_\_  
\_\_\_\_\_

- 4) Would you attend another event like this?    Yes    No  
If no, please tell us why:  
\_\_\_\_\_  
\_\_\_\_\_

- 5) How can we make this event better?  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for taking the time to help us make this event better.

-----  
Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Best time to reach you? \_\_\_\_\_

**Example of Breast Screening Week Eval Form**

**Thank you for participating in the Love Yourself! Screening Event. Please take a few minutes to complete this survey, then tear off and fill out lower portion to enter in the drawings listed below.**

**1) How did you hear about this event? (circle all that apply)**

TV advertising      Newspaper article      Flier  
Friend      Doctor      Other: \_\_\_\_\_

**2) Why did you participate in this event? (circle one )**

Free health screening      Easy access      Local providers  
Concerned about my health      Long time since last mammogram/Pap Test  
Other: \_\_\_\_\_

**3) On a scale of 1 to 5, how do you rate your experience with the facility (s) that you went to?**

1. _____	1	2	3	4	5
	Poor		Average		Outstanding
2. _____	1	2	3	4	5
	Poor		Average		Outstanding

Why? \_\_\_\_\_

**4) Was the scheduling process easy?      Yes      No**

-----  
Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Best time to reach you? \_\_\_\_\_

**Sample Spreadsheet for Screening/Diagnostic Services  
 Provided.....done in EXCEL so the dollar amounts are programmed to  
 tabulate themselves**

**KOMEN 4/1/11 TO 3/31/12**

PATIENT NAME	SERVICE & DATE PROVIDED	SCREENING	DIAGNOSTIC	TOTAL	TOTAL S	
ANDREWS, SUSIE	MX 6/7/11	\$87.58		\$87.58	\$2,200.00	Starting
JONES, MARY	DX MX, US 5/2/11		\$206.34	206.34	\$1870.46	Balance
SMITH, JANE	CBE 4/12/11	\$35.62		35.62		

**Sample Spreadsheet for Provision of Supportive Services/Adaptive  
 Clothing**

**Supportive Services Provided Through Komen Grant PY 12/13**

Date	Patient Name	Phone Number	Service Provided	Referred By	Amount
4/22/2012	Susie Jones	315-555-5555	Gas cards to allow her to get to a diagnostic mammogram on 5/10/12	Faxton St. Luke's Mammography Services	\$40
6/30/2012	Mary Jones	315-555-5556	Wig	Rome Hospital	\$250



**SCREENING INTAKE FORM - BILLING FORM**  
New York State Cancer Services Program

Intake Site:

Intake Date:        
Mo. Day Yr. 2 0

**PLEASE PRINT**

**CLIENT INFORMATION**

1. Name: Last  First  MI  MR#   
 2. Client No.   
 3. Birth Date:        
 Mo. Day Yr. 1 9  
 4. Mailing Address: Maiden Name   
 Number and Street  Apt.   
 5. City  State   
 6. Zip  7. Area Code  Telephone Number   
 7a. Email Address   
 8. Social Security Number        
 9. Sex  1. Male  2. Female  
 10. Name and number of someone to call if we can't reach you: Name  Phone  Relationship

11. Are you Spanish, Hispanic or Latino?  
 1. Yes  2. No  3. Unknown  
 12. Race (check all that identify your race).  
 1. White  4. American Indian or Alaska Native  
 2. Black or African American  6. Unknown  
 3. Asian  7. Native Hawaiian or other Pacific Islander  
 13. Country of Birth   
 14. County of Residence   
 15. How Heard of Program (can check more than one)  
 01. Reminder received  05. Word of mouth  
 02. Education/outreach  06. Pamphlet/brochure  
 03. Advertising  07. Other   
 04. Clinic or doctor  08. Recalled by CSP  
 16. Monthly Household Income   
 17. Family Size   
 18. Health Insurance (can check more than one unless client is uninsured)  
 1. Uninsured  
 2. Medicaid  A. Monthly spend down Monthly Spend Down Amount (\$)   
 3. Medicare  A. Part A only  B. Parts A and B  
 4. Private Policy No.   A. Services not covered  B. High deductible - annual high deductible amount (\$)   
 5. Title X Family Planning/FPBP

**CANCER SCREENING HISTORY**

19a. Previous Mammogram  1. Yes  2. No  3. Unknown Where:      
 Mo. Yr.  
 19b. Previous Clinical Breast Exam (CBE)  1. Yes  2. No  3. Unknown Where:      
 Mo. Yr.  
 20. Previous Pap Test  1. Yes  2. No  3. Unknown Where:      
 Mo. Yr.  
 21. Previous guaiac Fecal Occult Blood Test (gFOBT)  1. Yes  2. No  3. Unknown Where:      
 Mo. Yr.  
 22. Previous Fecal Immunochemical Test (FIT)  1. Yes  2. No  3. Unknown Where:      
 Mo. Yr.  
 23. Previous Sigmoidoscopy, DCBE or other CRC screening  1. Yes  2. No  3. Unknown Where:      
 Mo. Yr.  
 24. Previous Colonoscopy  1. Yes  2. No  3. Unknown Where:      
 Mo. Yr.

**RISK STATUS**

25a. Breast Cancer Risk Factors (Check all that apply)  
 NOTE: For reimbursement of services for clients under 40, see Q25b or Q25c.  
 1. Personal/family Hx of breast cancer - first degree  
 2. Multi 2nd degree relatives w/breast or ovarian cancer  
 3. Personal Hx of atypical ductal hyperplasia (ADH)  
 4. BRCA 1 and/or BRCA 2 gene mutation  
 5. None  
 NOTE: Attestation form must be completed if 25b or 25c is checked.  
 25b. High Risk for Breast Cancer   
 25c. Clinically Significant Findings for Breast Cancer   
 26. Colorectal Cancer Increased Risk Criteria (Ineligible for Kit, refer to colonoscopy) (Check all that apply)  
 1. Personal Hx of single small (<1cm) pre-cancerous polyp.  
 2. Personal Hx of large (1cm+), multiple, or pre-cancerous polyp with dysplasia or villous changes  
 3. Personal Hx of colorectal cancer  
 4. Colorectal cancer or pre-cancerous polyps in one first degree relative before age 60 or 2+ first degree relatives at any age  
 5. None  
 Age of Youngest Relative   
 27a. Colorectal Cancer High Risk Criteria (Ineligible for Kit, refer to colonoscopy) (Check all that apply)  
 1. Family Hx of familial adenomatous polyposis (FAP)  
 2. Family Hx of hereditary non-polyposis colon cancer (HNPCC)  
 3. Personal Hx of Inflammatory bowel disease  
 4. Personal Hx of Chronic ulcerative colitis  
 5. Personal Hx of Crohn's disease  
 6. None  
 27b.  Immediate Colorectal Cancer Follow-up not required.  
 Future CRC Screening Date:      
 Mo. Yr.  
 28. Symptomatic for Colorectal Cancer, for clients aged 50 to 64 only. (Ineligible for kit, refer for a colonoscopy)  
 1. Yes  2. No  
 If yes, symptoms (select one):  
 1. Abdominal mass  
 2. Rectal (not pelvic) mass  
 3. Prolonged rectal bleeding w/bowel change  
 4. Persistent rectal bleeding no anal symptom  
 5. Nonspecific symptom strongly suggest CRC

**SCREENING INTAKE FORM - BILLING FORM**  
**New York State Cancer Services Program**

Client Name \_\_\_\_\_ Client No. \_\_\_\_\_  
 MR# \_\_\_\_\_ Birth Date \_\_\_\_\_ **1 9** \_\_\_\_\_

**BREAST CANCER SCREENING SERVICES**

29. Clinical Breast Exam Date Mo. Day Yr. <b>2 0</b>	34. Mammogram Date Mo. Day Yr. <b>2 0</b>	38. Type of Mammogram (check one box only) <input type="checkbox"/> 1. Bilateral screening mammogram <input type="checkbox"/> 2. Bilateral diagnostic mammogram <input type="checkbox"/> 3. Unilateral screening/diagnostic mammogram
31. CBE Site _____	36. Mammogram Site _____	
32. CBE Funds <input type="checkbox"/> 1. Program <input type="checkbox"/> 2. Other	37. Mammogram Funds <input type="checkbox"/> 1. Program <input type="checkbox"/> 2. Other	
33a. Self Reported Breast Symptoms <input type="checkbox"/> 1. Yes <input type="checkbox"/> 2. No <input type="checkbox"/> 3. Unknown	33b. Breast Findings (Check one box only) <input type="checkbox"/> 1. Normal, benign, fibrocystic-rescreen in 1-2 years <input type="checkbox"/> 2. Probably benign-repeat exam in 3-6 months - submit new SIF <input type="checkbox"/> 3. Mass or other findings - Immediate testing - submit follow up form <input type="checkbox"/> 5. Not indicated - CBE in past 12 months <input type="checkbox"/> 6. Indicated but not performed	39. Mammogram Results (check one box only) <input type="checkbox"/> BIRADS 1 - Negative <input type="checkbox"/> BIRADS 2 - Benign Finding <input type="checkbox"/> BIRADS 3 - Probably Benign, short term follow-up <input type="checkbox"/> BIRADS 4 - Suspicious abnormality, biopsy should be considered <input type="checkbox"/> BIRADS 5 - Highly suggestive of malignancy <input type="checkbox"/> BIRADS 0 - Need additional imaging <input type="checkbox"/> BIRADS 0 - Need prior mammogram for comparison <input type="checkbox"/> Not Indicated <input type="checkbox"/> Indicated but not performed
		40. Recommended Dates of Next Exam if NOT Immediate CBE <b>2 0</b> Mammogram <b>2 0</b> Mo. Yr.
		41. IMMEDIATE Breast Cancer Screening follow up (indicated if 3 checked in Q. 33b or BIRADS 4, 5 or 0 checked in Q. 39) Date Referred <b>2 0</b> Mo. Day Yr. Provider Referred To _____ <b>COMPLETE BREAST FOLLOW UP FORM</b>

**CERVICAL CANCER SERVICES**

42a. Referral for Cervical Screening <input type="checkbox"/> 1. Yes <input type="checkbox"/> 3. Not indicated - cervical screening in past 12 months <input type="checkbox"/> 4. Refused <input type="checkbox"/> 5. Not indicated - hysterectomy with cervix removed <input type="checkbox"/> 6. Not indicated - per cervical screening guidelines <input type="checkbox"/> 7. Not indicated - short term colposcopy (leave Q42b through Q54 blank)	47. Pelvic Funds <input type="checkbox"/> 1. Program <input type="checkbox"/> 2. Other	51. Pap Test Results (check one box only) <input type="checkbox"/> 01. Negative (within normal limits, includes infection) <input type="checkbox"/> 03. A.S.C.-U.S. <input type="checkbox"/> 04. Low grade SIL (including HPV changes) <input type="checkbox"/> 05. High grade SIL <input type="checkbox"/> 06. Squamous cell cancer <input type="checkbox"/> 07. Other <input type="checkbox"/> 08. A.S.C.-H. Specify _____ <input type="checkbox"/> 09. Not indicated <input type="checkbox"/> 10. Indicated but not performed <input type="checkbox"/> 11. Pap attempted, no cervix <input type="checkbox"/> 12. A.G.C. - all subcategories
42b. <input type="checkbox"/> Clinical Exception to Cervical Screening Interval	48. Pap Funds <input type="checkbox"/> 1. Program <input type="checkbox"/> 2. Other	
43. Date of pelvic with Pap test Mo. Day Yr. <b>2 0</b>	49. Pelvic Exam Findings <input type="checkbox"/> 1. Suspicious for cervical cancer <input type="checkbox"/> 2. No findings related to cervical cancer <input type="checkbox"/> 4. Not done - repeating Pap	
46. Pelvic Site _____	50. Pap Test Specimen Adequacy <input type="checkbox"/> 1. Satisfactory <input type="checkbox"/> 3. Unsatisfactory for evaluation Specify _____ <input type="checkbox"/> 4. Unsatisfactory specimen not processed Specify _____	
52. Pap Lab Site _____	54. Recommended Date of Next Exam if NOT Immediate <b>2 0</b> Mo. Yr.	55. IMMEDIATE Cervical Cancer Screening follow up (indicated if 7 checked in Q. 42a, 1 checked in Q. 49 or 4, 5, 6, 8 or 12 checked in Q. 51. Optional if 3 or 7 checked in Q. 51 or 2 checked in Q. 60.) Date Referred <b>2 0</b> Mo. Day Yr. Provider Referred To _____ <b>COMPLETE CERVICAL FOLLOW UP FORM</b>

**HIGH RISK HPV DNA TESTING**

56. Date of HR HPV Test Mo. Day Yr. <b>2 0</b>	58. HR HPV Test Funds <input type="checkbox"/> 1. Program <input type="checkbox"/> 2. Other	60. HR HPV Test Findings <input type="checkbox"/> 1. Not Detected <input type="checkbox"/> 2. Detected <input type="checkbox"/> 3. Indeterminate
57. HR HPV Lab Site _____	59. Type of HR HPV Test <input type="checkbox"/> 1. Screening <input type="checkbox"/> 2. Surveillance	

BCC Notes:

**COLORECTAL CANCER SCREENING SERVICES**

64a. Kit Type <input type="checkbox"/> gFOBT <input type="checkbox"/> FIT	65. FIT Kit ID (Optional) _____	70. Kit results <input checked="" type="checkbox"/> Positive <input type="checkbox"/> 2. Negative <input type="checkbox"/> 3. Inadequate/Incomplete
PCP or Ordering Physician _____ Fax _____	66. Kit Status <input type="checkbox"/> 1. Returned (go to 67) <input type="checkbox"/> 2. Lost to follow-up (Stop Here) <input type="checkbox"/> 3. Refused to Return (Stop Here)	71. IMMEDIATE Colorectal Cancer Screening follow up (indicated if Q. 26 or Q. 27a checked, if 1 checked in Q. 28, 1 checked in Q. 70 or Q. 72 checked) Date Referred <b>2 0</b> Mo. Day Yr. Provider Referred To _____ <b>COMPLETE COLORECTAL FOLLOW UP FORM</b>
64b. Kit Distribution Date Mo. Day Yr. <b>2 0</b>	67. Kit Development Site _____	
64c. Site of Kit Distribution _____	68. Kit Funds <input type="checkbox"/> 1. Program <input type="checkbox"/> 2. Other	
64d. Provider Speciality _____	69. Date Kit Developed Mo. Day Yr. <b>2 0</b>	72. HHC Average Risk Colonoscopy (if checked, enter date in Q. 71) <input type="checkbox"/>

CRC Notes:



New York State Department of  
**TAXATION and FINANCE**  
OTPA Sales Tax Exempt Organizations Unit  
Building 9 Room 154  
W.A. Harriman Campus  
Albany, NY 12227

February 17, 2011

Oneida County  
County Office Building  
800 Park Ave  
Utica NY 13501

Dear Sir or Madam:

The Tax Law exempts New York State governmental entities such as your organization, Oneida County, from the payment of New York State sales and use taxes on their purchases. In order to make tax exempt purchases, a New York State governmental entity must present vendors with the entity's official purchase order or other documentation (e.g., payment voucher, contract of sale, Form AC 946, *Tax Exemption Certificate*, Form ST-129, *Exemption Certificate - Tax on occupancy of hotel rooms*, etc.) which indicates that the purchaser is a New York State governmental entity.

Tax exemption numbers and Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*, are not issued to New York State governmental entities. If a vendor requests a tax exemption number or Form ST-119.1, *Exempt Organization Exempt Purchase Certificate* from you, the Oneida County may give the vendor a copy of this letter. This will assure the vendor that a governmental purchase order, or other evidence that the Oneida County is the purchaser, is the only documentation the vendor needs in order to not collect sales tax.

For additional information, please refer to Publication 843, *A Guide to Sales Tax in New York State for Exempt Organizations*, which is available on the New York State Tax Department website at [nystax.gov](http://nystax.gov)

New York State Department of Taxation and Finance  
OTPA-Taxpayer Guidance Division  
Sales Tax Exempt Organizations Unit  
Building 9 Room 154  
W A Harriman Campus  
Albany NY 12227  
(518) 457-2782

# Oneida Healthcare

EXCEPTIONAL CARE ... ALWAYS

PHONE (315) 363-6000 • www.oneidahealthcare.org

December 1, 2011

Ms. Kate Flannery, Executive Director  
CNY Affiliate Susan G. Komen for the Cure  
5008 Brittonfield Parkway, Suite 300  
East Syracuse, New York 13057

RE: Oneida County Health Department Application to Central New York Affiliate of Susan G. Komen for the Cure®

Dear Ms. Flannery:

I write this letter to express our strong support for the Oneida County Health Department's (OCHD) application for funding to help support breast cancer awareness, education and screening through the Cancer Services Program of Oneida, Herkimer and Madison Counties (CSP). This project serves women living in Oneida, Herkimer, and Madison Counties, with a focus on effectively reaching populations that are underserved. The OCHD is currently in its fourteenth year of working with the Central New York Affiliate of Susan G. Komen for the Cure in providing breast cancer education and screening services to underserved women, as well as providing diagnostic services, support services and side effect management for women who are working through the diagnostic process and/or enhancing their quality of life during the treatment of breast cancer.

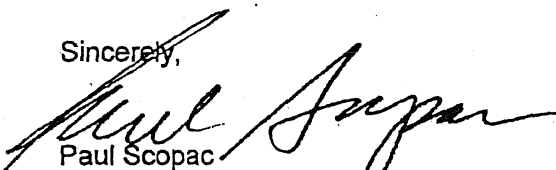
Oneida Healthcare is the largest health provider in Madison County with a long history of providing cancer diagnostic and treatment services as well as education and community awareness information and programs.

We work closely with OCHD and the CSP to support the project's goals. Based on the success of our joint work and the cooperative relationship we have built, we are pleased to continue contributing to this project by:

- 1) Assisting in distributing breast health outreach and education materials to targeted populations
- 2) Providing screening and diagnostic services to underserved women referred by the CSP at no cost to the patient
- 3) Continuing to support the work that Outreach Workers and other local agencies do in the region to raise awareness of the importance of breast cancer screening.

Please look favorably on the OCHD's application to support these important initiatives. Thank you.

Sincerely,

  
Paul Scopac  
Vice President for Operations

December 2, 2011



Ms. Kate Flannery, Executive Director  
CNY Affiliate Susan G. Komen for the Cure  
5008 Brittonfield Parkway, Suite 300  
East Syracuse, New York 13057

RE: Oneida County Health Department Application to Central New York Affiliate of Susan G. Komen for the Cure®

Dear Ms. Flannery:

I am writing this letter to express strong support for the application that the Oneida County Health Department (OCHD) is submitting for funding to help support breast cancer awareness, education and screening services through the Cancer Services Program of Oneida, Herkimer and Madison Counties (CSP).

The CSP serves women living in all three counties, with a focus on effectively reaching populations that are underserved. Breast Cancer accounts for over 12% of all cancers diagnosed in each of the 3 counties. (12.6% in Madison; 13.6% in Herkimer and 13.8% in Oneida)\* For 2011 the rate of early detection of breast cancer in Oneida, Madison and Herkimer Counties is below 66% with the lowest early detection rate of 62.1% in Madison County. The mortality rate in Madison County (23.1%) is higher than the mortality rate compared to all of NYS (22.8%) and the counties of Herkimer (17.1%) and Oneida (17.9%). \*

The American Cancer Society is fully committed to working with the OCHD and CSP to continue the incredible successes they have had reaching women in need of breast cancer education and services. We will continue to collaborate through educational outreach to targeted populations, supporting the efforts of the outreach workers, advocates and CSP providers and by advocating for CSP access and funding.

This funding will provide valuable resources to reach women in need for the CSP and by providing services to CSP clients that otherwise would not covered or available through the CSP funds.

Please contact us should you have any questions. Thank you.

Yours truly,

A handwritten signature in black ink, appearing to read "Peter M. Cittadino".

Peter M. Cittadino  
Community Executive Director  
Mohawk Valley Office of the American Cancer Society

\* American Cancer Society 2011 Cancer Burden Profiles. Rates are per 100,000 persons age-adjusted to the 2000 US standard population and exclude New York City statistics.

---

stay well | get well | find cures | fight back | cancer.org | 1.800.227.2345

**Eastern Division**

100 Lomond Court, Utica, NY 13502-5949  
t) 315.724.8125 f) 315.738.0517

# ONEIDA COUNTY HEALTH DEPARTMENT

*A Oneida Bank Building, 5<sup>th</sup> 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

December 1, 2011

Ms. Kate Flannery, Executive Director  
CNY Affiliate Susan G. Komen for the Cure  
5008 Brittonfield Parkway, Suite 300  
East Syracuse, New York 13057

Re: Oneida County Health Department Application to Central New York Affiliate of Susan G. Komen for the Cure

Dear Ms. Flannery:

I am writing this letter to express strong support for the Oneida County Health Department (OCHD) application for funding to help support breast cancer awareness, education and screening through the Cancer Services Program of Oneida, Herkimer and Madison Counties (CSP). This project serves women living in Oneida, Herkimer, and Madison Counties, with a focus on effectively reaching populations that are underserved. The OCHD is currently in its fourteenth year of working with the Central New York Affiliate of Susan G. Komen for the Cure in providing breast cancer education and screening services to underserved women, as well as providing diagnostic services, support services and side effect management for women who are working through the diagnostic process and/or enhancing their quality of life during the treatment of breast cancer.

Currently, OCHD provides a wide range of services to a very diverse population to include, but not limited to clinical services, Women Infant's and Children, early intervention, and environmental health. Providing these services at the community level has enabled OCHD to develop and maintain multiple relationships with other community agencies as well as various collaborations to address promotion, education, and prevention of chronic disease.

OCHD fully supports the goals of the Cancer Services Program. Based on the success of the cooperative relationships we have built, we are pleased to continue contributing to this project by:

- 1) Assisting in distributing breast health outreach and education materials to targeted populations.
- 2) Working with the CSP to provide screening and diagnostic services to underserved women at no cost to the patient.
- 3) Continuing to support the work that Outreach Workers and other local agencies do in the region to raise awareness of the importance of breast cancer screening.

Oneida County Health Department is in full support of the efforts of the Cancer Services Program to provide optimal services to the community to reduce the incidence of cancer.

Sincerely,

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

ry



Faxton-St. Luke's Healthcare

*It's the people. It's the care.*

www.faxtonstlukes.com

## Regional Rehabilitation Center

December 2, 2011

Ms. Kate Flannery, Executive Director  
CNY Affiliate Susan G. Komen for the Cure  
5008 Brittonfield Parkway, Suite 300  
East Syracuse, New York 13057

RE: Oneida County Health Department Application to Central New York Affiliate of Susan G. Komen for the Cure®

Dear Ms. Flannery:

I am writing this letter to express strong support for the application that the Oneida County Health Department (OCHD) is submitting for funding to help support breast cancer awareness, education and screening through the Cancer Services Program of Oneida, Herkimer and Madison Counties (CSP). This project serves women living in Oneida, Herkimer, and Madison Counties, with a focus on effectively reaching populations that are underserved. The OCHD is currently in its fourteenth year of working with the Central New York Affiliate of Susan G. Komen for the Cure in providing breast cancer education and screening services to underserved women, as well as providing diagnostic services, support services and side effect management for women who are working through the diagnostic process and/or enhancing their quality of life during the treatment of breast cancer.

Faxton-St. Luke's Healthcare Cancer Program and The Lymphedema Treatment and Management Program works closely with OCHD and the CSP to support the project's goals. Based on the success of our joint work and the cooperative relationship we have built, we are pleased to continue contributing to this project by:

- 1) Assisting in distributing lymphedema screening information and risk reduction educational materials to targeted populations
- 2) Working with the CSP to provide screening and diagnostic services to underserved women at no cost to the patient

Please contact us should you have any questions. Thank you.

Sincerely,

*Theresa Strassberger, PT, DPT*

Theresa Strassberger, PT, DPT  
315-624-5400

Faxton Campus: 1676 Sunset Avenue, Utica, NY 13502 Tel 315.624.5462 • Fax 315.624.5784

Accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF)

(Insert your Affiliate logo here)

**Due Date: [report due date here]**  
**Grant Progress Report**  
**[Insert name] Affiliate of Susan G. Komen for the Cure®**

Reporting Period:

From: \_\_\_\_\_ To: \_\_\_\_\_

Project Title:	_____	
Organization Name:	_____	
Legal Name:	_____	
Department:	_____	
Federal Tax ID:	_____	
Phone: _____	Fax: _____	
Address:	_____	
City: _____	State: _____	Zip (include <input type="checkbox"/> +4): _____
County: _____	Website: _____	

**1. Narrative: In this section, please provide a summary of your progress to date by responding to the questions below.**

- Describe successes and accomplishments to date. Examples include, increased collaboration, decreased time between screening and diagnosis and/or diagnosis and treatment and increasing the percentage of people who enter, stay in, or progress through the continuum of care.
- List any unforeseen challenges and how you have addressed them to meet the goals and objectives set forth in your application.
- Identify lessons learned and how you will incorporate those lessons moving forward.
- Have you secured additional funds for this program since the beginning of this program grant cycle? If so, please describe and explain how this will impact overall program development and sustainability.
- Provide a story of an individual who has been served with your Komen funding. Please share this story in a general way and do not include any personal identifiable information.



(Insert your Affiliate logo here)

- 2. Objectives:** In this section, please fill out the table below and answer the. This should include objectives from your approved application.

Specific Aims: (insert objectives from application)	Percent Completed:				
	1-25%	26-50%	51-75%	76-100%	On Track?
Objective 1:					
Objective 2:					
Objective 3:					
Objective 4:					
For those objectives that are not on track, please explain:					
Please report on the methods and techniques you used to measure the impact of these objectives. This must include the methods and techniques you proposed in your application:					

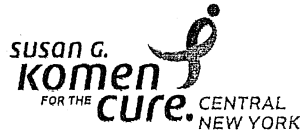
3. **Individuals Served:** In this section, please complete the attached Excel Worksheet to report the number of individuals you served with your project funds, who received those services and where those services were provided.
4. In this section, please include any completed evaluation forms, surveys or other documents related to measuring/documenting your impact.
5. **Project Materials:** In this section, please list and attach all published or produced materials, pictures, etc. for the past six months.
6. **Accounting of Grant Funds:** Please attach a current accounting of grant funds using the Budget Progress Report form below.

(Insert your Affiliate logo here)

### Budget Progress Report

	Original Budget	Expenses to Date
Salaries		
Fringe (Benefits and Payroll Taxes)		
Consultant Costs		
Supplies		
Equipment (not to exceed \$5,000)		
Travel		
Patient Care Costs		
Screening		
Diagnostics		
Treatment		
Sub-contracts		
Other (itemize below)		
_____		
_____		
_____		
Subtotal - Direct Costs		
Indirect Costs (not to exceed 15% of direct costs)		
Total		

**Budget Justification:**



**Grant Final Report**  
**Central New York Affiliate of Susan G. Komen for the Cure®**

Reporting Period:

From: \_\_\_\_\_ To: \_\_\_\_\_

Project Title: _____	
Organization Name: _____	
Legal Name: _____	
Department: _____	
Federal Tax ID: _____	
Phone: _____	Fax: _____
Address: _____	
City: _____	State: _____ Zip (include _____ +____): _____ - _____
County: _____	Website: _____

**1. Narrative: In this section, please provide a summary of your progress to date by responding to the questions below.**

- Describe successes and accomplishments to date. Examples include, increased collaboration, decreased time between screening and diagnosis and/or diagnosis and treatment and increasing the percentage of people who enter, stay in, or progress through the continuum of care.
- List any unforeseen challenges and how you have addressed them to meet the goals and objectives set forth in your application.
- Identify lessons learned and how you will incorporate those lessons moving forward.
- Have you secured additional funds for this program since the beginning of this program grant cycle? If so, please describe and explain how this will impact overall program development and sustainability.
- Provide a story of an individual who has been served with your Komen funding. Please share this story in a general way and do not include any personal identifiable information.

2. **Objectives:** In this section, please fill out the table below and answer the. This should include objectives from your approved application.

Specific Aims: (insert objectives from application)	Percent Completed:				
	1-25%	26-50%	51-75%	76-100%	On Track?
Objective 1:					
Objective 2:					
Objective 3:					
Objective 4:					
For those objectives that are not on track, please explain:					
Please report on the methods and techniques you used to measure the impact of these objectives. This must include the methods and techniques you proposed in your application:					

3. **Individuals Served:** In this section, please complete the attached Excel Worksheet to report the number of individuals you served with your project funds, who received those services and where those services were provided.
4. In this section, please include any completed evaluation forms, surveys or other documents related to measuring/documenting your impact.
5. **Project Materials:** In this section, please list and attach all published or produced materials, pictures, etc. for the past six months.
6. **Accounting of Grant Funds:** Please attach a current accounting of grant funds using the Budget Progress Report form below.

### Budget Progress Report

	Original Budget	Expenses to Date
Salaries		
Fringe (Benefits and Payroll Taxes)		
Consultant Costs		
Supplies		
Equipment (not to exceed \$5,000)		
Travel		
Patient Care Costs		
Screening		
Diagnostics		
Treatment		
Sub-contracts		
Other (itemize below)		
_____		
_____		
_____		
Subtotal - Direct Costs		
Indirect Costs (not to exceed 15% of direct costs)		
Total		

**Budget Justification:**

## ADDENDUM

THIS ADDENDUM, entered into on this \_\_\_ day of \_\_\_\_\_, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

**1. Executor or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;



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

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

#### **5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90



days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

**Contractor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Oneida County Executive

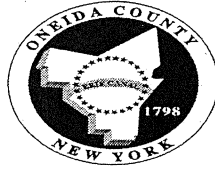
Name:

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

Anthony J. Picente Jr.  
County Executive



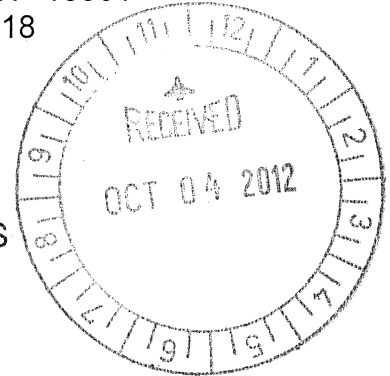
Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

September 25, 2012

FN 20 12 - 387



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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

Oneida County is in receipt of a grant from Office of Children and Family Services in the amount of \$ 199,464.00. These funds will be used by the Oneida County Child Advocacy Center. This Grant has a Contract period for October 1, 2012 through September 30, 2013.

This grant enhances and maintains the daily functions needed to run the Oneida County Child Advocacy Center as a whole. The main objective for the program and what makes the Oneida County Child Advocacy Center an asset to the County is all facets are located under one roof, which is a child friendly site where children and their families receive coordinated services. The Center is home to the multidisciplinary team which provides on-site law-enforcement, Oneida County DSS Caseworkers, victim advocacy, scheduled medical examinations, counseling, preventive support, child fatality review and a state of the art training facility.

I am available at any time to further discuss this grant should you have any questions.

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

Sincerely,

Lucille A. Soldato  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 10/2/12

LAS/tms  
attachment

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

**Name of Proposing Organization:** Office of Children and Family Services  
52 Washington Street  
Rensselaer, New York 12144

**Title of Activity or Services:** Oneida County Child Advocacy Center **Grant**

**Proposed Dates of Operations:** October 1, 2012 through September 30, 2013

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

**SUMMARY STATEMENTS**

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

This grant enhances and maintains the daily functions needed to run the Oneida County Child Advocacy Center as a whole. The main objective for the program and what makes the Oneida County Child Advocacy Center an asset to the County is all facets are located under one roof, which is a child friendly site where children and their families receive coordinated services. The Center is home to the multidisciplinary team which provides on-site law-enforcement, Oneida County DSS Caseworkers, victim advocacy, scheduled medical examinations, counseling, preventive support, child fatality review and a state of the art training facility.

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

These funds will be utilized to support Contractual/Consultants, travel and trainings, a vehicle lease for victim/witness transport, office supplies, and other operating expenses.

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

**Total Grant Amount:** \$ 199,464.00

**Oneida County Dept. Funding Recommendation:** A2703 - 100% funds through New York State Office of Children and Family Services

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

Federal	100%
State	0%
County	0%

**Cost Per Client Served:**

**Past performance Served:**

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

<b>STATE AGENCY:</b> Office of Children and Family Services 52 Washington Street Rensselaer, New York 12144	<b>NYS COMPTROLLER'S</b> C026592 <b>ORIGINATING AGENCY CODE:</b> 25000
<b>CONTRACTOR:</b> Oneida County  800 PARK AVE UTICA NY 13501	<b>TYPE OF PROGRAM (S):</b> Child & Family Safety MDT/CAC/CFRT Child and Family Safety CAC
<b>CHARITIES REGISTRATION NUMBER:</b> If <b>EXEMPT</b> provide Reason: <u>Governmental</u> Contractor <input type="checkbox"/> has / <input type="checkbox"/> has not timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	<b>CONTRACT PERIOD:</b>  From: 10/01/2012  To: 09/30/2013
<b>FEDERAL TAX IDENTIFICATION #:</b>	
OSC Vendor Id #.  1000002595	<b>FUNDING AMT FOR PERIOD:</b>  199,464.00
<b>STATUS:</b>  Contractor <input type="checkbox"/> is / <input checked="" type="checkbox"/> is not a sectarian entity.  Contractor <input checked="" type="checkbox"/> is / <input type="checkbox"/> is not a not-for-profit organization.	<b>MULTI-YEAR TERM (if applicable):</b>  From: 10/01/2012  To: 09/30/2017

**APPENDICES ATTACHED AND PART OF THIS AGREEMENT**

Revised 4/20/01

NYS Agreement

Appendix A Standard Clauses For NYS Contracts - Dec 2011

APPENDIX A-1

Appendix A-2 Child & Family Safety 7-2012

Appendix B - Budget

Appendix C


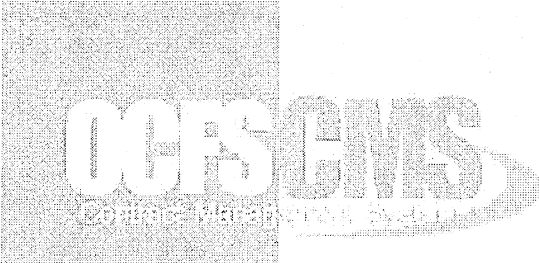
APPENDIX D APPLICATION COVER PAGE AGREEMENT - OCTOBER 2011

Appendix M/WBE

Appendix X - Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period for renewal periods)

+

The parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

<b>CONTRACTOR</b>	<b>STATE AGENCY</b> Office of Children and Family Services
Electronically Signed by: 	Electronically Signed by: 
	<u>State Agency Certification</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

I certify that I have personally verified the electronic signature of the Contractor to this Agreement.

BCM SIGNATURE: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

Approved:  
Thomas P. DiNapoli  
State Comptroller

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK  
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

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

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

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

## II. Payment and Reporting

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

### III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

### IV. Indemnification

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



V. Property

- A. Any equipment, furniture, 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 as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

December, 2011

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## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> 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**  
**STANDARD CLAUSES FOR ALL**  
**NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES CONTRACTS**

(Revised 08-2012)

**1. PERSONNEL**

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

**2. NOTICES**

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- By certified or registered United States mail, return receipt requested;
- By facsimile transmission;
- By personal delivery;
- By expedited delivery service; or
- By e-mail.

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

Notices to the Contractor shall be addressed to the Contractor's designee as shown on the Cover Page in Appendix D, or to such different designee as the Contractor may from time-to-time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

**3. OFFICE SERVICES**

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the APPENDICES.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined

between the Contractor and the Office, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Office. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Office, unless the Office has given direction for, or approval of, an alternative means of disposition in writing.

- c. Upon written direction by the Office, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section.

#### 4. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the APPENDICES. Any modifications to the tasks or workplan contained in Appendix D must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b.i. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Office within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- b.ii. The Contractor immediately shall notify in writing the OCFS Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, any subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.
- c. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Office under the Federal Social Security Act.
- d. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against any county or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or any county or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during the pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
  - The contractor shall provide to the New York State Office of Children and Family Services in a format provided by the Office such additional information concerning the provision of legal services as the Office shall require.
- e. The Office will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- f. Except where the Office otherwise authorizes or directs in writing, the Contractor agrees not to enter into

any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Office, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, (2) that nothing contained in the subcontract shall impair the rights of the Office under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Office, and (4) incorporating all provisions regarding the rights of the Office as set forth in Section 9 of this Appendix A-1 and in Appendix A-3, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Office for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor

- g. The contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Office, have all the necessary licenses, approvals and certifications currently required by the laws of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain the requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify Office.
- h. Prior to executing a subcontract agreement the Contractor agrees to provide to the Office the information the Office needs to determine whether a proposed Subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section 3 m. of this Appendix A-1.
- i. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Office forthwith and shall be subject to the direction of the Office as to the disposition of such revenue.
- j. Any interest accrued on funds paid to the Contractor by the Office shall be deemed to be the property of the Office and shall either be credited to the Office at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- k. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- l. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
  - Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
  - Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
  - Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Office recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the

statute of limitations for the New York False Claims Act is ten years.

- m. By signing this contract, the contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to OCFS prior to entering into this contract. The actions that would potentially establish a basis for a finding by OCFS that the contractor is a non-responsible vendor include:
- The contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  - The contractor has had a claim, lien, fine, or penalty imposed or secured against the contractor by a governmental agency.
  - The contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the contractor.
  - The contractor has been issued a citation, notice, or violation order by a governmental agency finding the contractor to be in violation of any local, state or federal laws.
  - The contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
  - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
  - The contractor has engaged in any other actions of a similarly serious nature.

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

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

- n. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a.
- o. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the AGREEMENT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the AGREEMENT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of the Office of the State Comptroller.
- p. Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by OCFS and the results of such testing must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.
- q. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at :  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- r. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

## **5. REPORTS AND DELIVERABLES**

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

## **6. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS**

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Employee Confidentiality Certification and Employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

## **7. PUBLICATIONS AND COPYRIGHTS**

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Office, which results (1) shall acknowledge the support of the Office and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Office or the State of New York.
- b. The Office and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Office's right to such license.
- c. All of the license rights so reserved to the Office and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded.
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Office at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Office, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report

or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## **8. PATENTS AND INVENTIONS**

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

## **9. TERMINATION**

- a. This AGREEMENT may be terminated by the Office upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Office agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT for the purposes set forth in this AGREEMENT, or if at any time during the term of this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter. Said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require a) the repayment to the Office of any monies previously paid to the Contractor, or b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of a) and b), at the Office's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Office terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Office to the Contractor.
- d. Should the Office determine that Federal or State funds are limited or become unavailable for any reason, the Office may reduce the total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Office agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Office shall follow this up immediately with written notice. The Office will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Office. For Legislative and other special purpose grants funded from a State Community Projects Fund (State Finance Law § 99-d) account, the state shall not be liable for payments under this agreement made pursuant to an appropriation to the account if insufficient monies are available for transfer to the account, after any required transfers are made pursuant to State Finance Law § 99-d (3).
- e. The Contractor shall provide to the Office such information as is required by the Office in order that the Office may determine whether the Contractor is a responsible vendor for purposes of compliance with Section 163 of the State Finance Law and requirements of the Office of the State Comptroller established thereunder. If there is any change in any of the vendor responsibility information provided to the Office by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Office so that the Office may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Office of any change in the vendor responsibility information or should the Office otherwise determine that the Contractor has ceased to be a responsible

vendor for the purposes of this AGREEMENT, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

#### **10. CONTRACTOR COMPLIANCE**

The Office shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on the Office's behalf. If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused the funds paid to the Contractor, the Contractor agrees to pay to the Office any costs associated with the review.

If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Office, the rights of the Office shall include, but not be limited to:

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

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

Nothing herein shall preclude the Office from taking actions otherwise available to it under law including but not limited to the State's "Set-Off Rights" and "Records" provisions contained in Appendix A (Standard Clauses for all New York State Contracts).

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

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

#### **11. FISCAL SANCTION**

In accordance with the OCFS Fiscal Sanction policy, contractors may be placed on fiscal sanction when the Office identifies any of the following issues:

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

Once the contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

## **12. PROCUREMENT LOBBYING LAW**

The Contractor will comply with all New York State and Office procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and Office procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and Agreement pursuant to State Finance Law Sections 139-j and 139-k.

The Office reserves the right to terminate this contract if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the Office, the Office may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract. Nothing herein shall preclude or otherwise limit the Office's right to terminate this contact as set forth at Paragraph 8 of this Appendix A-1.

## **13. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES**

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the contractor must submit on or before May 15<sup>th</sup> of each year for the annual period ending March 31<sup>st</sup>, Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record. This form must report information for all employees who provided services under the contract whether employed by the contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:  
<http://ocfs.state.nyenet/admin/Forms/Contracts/word2000/OCFS-4843%20State%20Consultant%20Services-Contractors%20Annual%20Employment%20Record.doc>

The contractor must submit a completed Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record, to each of the following addresses:

New York State Office of Children and Family Services



Bureau of Contract Management  
52 Washington Street, South Building, Room 202  
Rensselaer, New York 12144

New York State Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, New York 12236  
Attn: Consultant Reporting

New York State Department of Civil Service  
Alfred E. Smith Office Building  
8<sup>th</sup> Floor Counsel's Office  
Albany, New York 12239

#### **14. IRAN DIVESTMENT ACT**

By entering into this Contract, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before OCFS may approve a request for Assignment of Contract.

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

OCFS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

#### **15. ADDITIONAL ASSURANCES**

- a. The Office and Contractor agree that Contractor is an independent contractor, and not an employee of the Office. The Contractor agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only the Office) injured by the negligent acts or omission of Contractor, its officers and/or employees or subcontractors. Furthermore, The Contractor agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this contract.
- b. The Contractor agrees that Modifications and/or Budget Revisions that do not affect any change in the amount of consideration to be paid, or change the term, will be in accordance with Appendix C.
- c. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an appropriate amount.

- d. Notwithstanding the provisions of Article 14 of this contract, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

**16. RENEWAL NOTICE TO NOT-FOR-PROFIT CONTRACTORS**

With respect to contracts that include a renewal option, if the Office does not provide notice to Contractor of its intent to not renew this contract by the date by which such notice is required by §179-t (1) of the State Finance Law, this contract shall be deemed continued until the date that the Office provides the notice required by §179-t (1), and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

**APPENDIX A-2**  
**Revised 7—2012**

I. PROGRAM REPORTING REQUIREMENTS

- a. The reporting period for periodic program reports submitted by the Contractor in accordance with Section VII of Appendix C is thirty (30) days after the end of each quarterly reporting period.
- b. In addition to the periodic program reports stated above, the Contractor shall, prior to receipt of final payment under this Agreement, submit a final program report satisfactory to the Office no later than thirty (30) days following the termination of this contract or the completion of expenditures, whichever is sooner.

II. REIMBURSEMENT CLAIMING SCHEDULE

- a. The claiming period for reimbursement payments submitted by the Contractor in accordance with Section III of Appendix C is thirty (30) days after the end of each quarterly reporting period.
- b. For each reimbursement payment the Contractor shall submit a New York State Standard Voucher and a New York State Financial Claim Report. The Contractor shall also submit the appropriate supporting fiscal documentation for the expenses listed in the same report.
- c. Vouchers for reimbursement payments and all reports identified in Section VI of Appendix C shall be submitted at least quarterly unless otherwise designated in writing by the Program Officer. All reports must be submitted no later than thirty (30) days after the end of the reporting period.

III. DESIGNATED PAYMENT OFFICE

All reports and claims for reimbursement, or reports and claims to account for the advance payment should be sent to:

N.Y.S. Office of Children & Family Services  
Child and Family Safety Programs  
c/o Veronica Cartier  
52 Washington Street Room 335N  
Rensselaer, New York 12144-2796

IV. REPORTING REQUIREMENTS

Quarterly Program Narrative Reports and fiscal reports, ie., OCFS Standard Voucher and Quarterly Financial Claim Form, must be submitted together, unless approved in writing by the Program Manager. All Quarterly Program reports must provide documentation of the verification of performance targets and milestones.

V. PROGRAM SPECIFIC REQUIREMENTS

Multidisciplinary Team/Child Advocacy Center Programs must complete an annual Evaluation Instrument as scheduled by the Program Manager and prior to approval of the Final Report.

Multidisciplinary Team/Child Advocacy Center Programs must, at a minimum, investigate reports alleging child sexual abuse, physical abuse( as defined in section 1012(e) of the Family Court Act), and allegations of maltreatment, made by a mandated reporter, where there has been physical injury to a child and there are at least two indicated or pending reports regarding the same child, the child's siblings or the same subject, with the State Central Register within the most recent six month period.

## APPENDIX A-2

Revised 7—2012

Multidisciplinary Team/Child Advocacy Center Programs must target the following standards. All ten (10) standards must be achieved to be recognized as an approved Child Advocacy Center, as per Social Services Law section 423-a. The five(5) core standards are bolded and must be achieved to receive an/or maintain OCFS grant funding.

1. **Child-Appropriate/Child-Friendly Facility:** The CAC provides a comfortable, private, child-friendly setting(s) that is both physically and psychologically safe for children of all ages. The CAC should be perceived by the community as a neutral site that serves all members of the MDT.
2. **Multidisciplinary Team:** The MDT for response to child abuse allegations must include representation from the following:
  - law enforcement
  - child protective services
  - prosecution (i.e., district attorney's office)
  - mental health
  - medical (specifically, a physician or medical provider trained in forensic pediatrics)
  - victim advocacy; and
  - child advocacy center (where a CAC exists)
3. **Organizational Capacity:** A designated legal entity responsible for program and fiscal operations has been established and implements basic sound program, administrative and fiscal practices.
4. **Cultural Competency and Diversity:** The CAC promotes policies, practices and procedures that are culturally competent. Cultural competency is defined as the capacity to function in more than one culture, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community.
5. **Forensic Interviews:** The CAC promotes forensic interviews which are legally sound, are of a neutral, fact-finding nature, and coordinated to avoid duplicative interviewing. The *New York State Children's Justice Task Force Forensic Interviewing Best Practices* is recommended.
6. **Medical Evaluation:** Specialized medical evaluation and treatment services are available to all CAC clients at the CAC or coordinated through an MDT response that provides follow-up referrals and/or treatment as necessary.
7. **Therapeutic Intervention:** Specialized mental health services are made available as part of the MDT response, either at the CAC or through coordination and referral with other treatment providers.
8. **Victim Support/Advocacy:** Victim support and advocacy are made available as part of the MDT response throughout the investigation and prosecution.
9. **Case Review:** Team discussion and information sharing regarding the investigation, case status and services needed by the child and family will occur on a routine basis.
10. **Case Tracking:** CACs must have a system for monitoring case progress and tracking case outcomes for all team members.

Any leased property supported by OCFS grant funds must be approved by the OCFS Program Manager. It is also the expectation that any lease or modification(s) to leased property be for a minimum of five years.

## APPENDIX A-2

Revised 7—2012

The Program Manager will have final decision making responsibility on all allowable and non-allowable costs. The following parameters will apply:

Allowable costs include but are not limited to:

- staffing, fringe benefits
- project equipment and furniture
- computers and appropriate software for the project
- supplies, mailing and printing costs of project related flyers/pamphlets, educational materials
- staff travel costs at the approved State travel rate. State rates are available at the following web address:  
<http://www.osc.state.ny.us/agencies/travel/travel.htm>
- telephone installation and monthly billing
- consultants retained by a formal agreement
- rental/lease of space
- training
- A maximum of 10% federally approved Indirect Cost Rate with appropriate documentation

Nonallowable costs include but are not limited to:

- capital development or acquisition costs such as purchasing buildings and major refurbishing / renovation of buildings,
- supplanting current positions or responsibilities
- out of state travel, unless approved by the OCFS Program Manager
- interest costs, including cost incurred to borrow funds,
- costs of organized fund raising,
- cost for preparation of continuation agreements or contracts and other proposal development costs,
- overtime costs for team members,
- costs for dues, incorporation fees, conferences or meetings unless in connection with the project
- lunch or meals at meetings or training programs.



## A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.  
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

The Community Service Worker will provide clerical support to the CAC and help maintain office functions.

2. Title:

Enter Role/Responsibility Below

3. Title:

Enter Role/Responsibility Below

4. Title:

Enter Role/Responsibility Below

5. Title:

Enter Role/Responsibility Below

6. Title:

Enter Role/Responsibility Below

7. Title:

Enter Role/Responsibility Below

8. Title:

Enter Role/Responsibility Below

9. Title:

Enter Role/Responsibility Below

10. Title:

Enter Role/Responsibility Below



11. Title:

Enter Role/Responsibility Below

12. Title:

Enter Role/Responsibility Below

13. Title:

Enter Role/Responsibility Below

14. Title:

Enter Role/Responsibility Below

15. Title:

Enter Role/Responsibility Below

16. Title:

Enter Role/Responsibility Below

17. Title:

Enter Role/Responsibility Below

18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below

### B4. Contractual/Consultant

Item	Local Share	OCFS Funds	Total Costs
WIB - Administrative Assistant		\$23,141	\$23,141
WIB - Case Tracking Specialist		\$40,689	\$40,689
Neighborhood Center		\$66,300	\$66,300
1 Vehicle lease for victim/witness transport		\$2,100	\$2,100
CAC Administrator		\$23,351	\$23,351
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Contractual/Consultant Costs</b>	\$0	\$155,581	\$155,581

**Enter Budget Narrative Below:**

\* Case Tracking Specialist will be responsible for data entry, generating reports development and system integrity. \$ 23.73 hour X 1,463 hours = \$ 34,717 plus fringe benefits and admin \$ 5,972 Total cost equals \$ 40,689.

\* Admin Assistant will be co-located on site at the CAC, and will prepare petitions for Family Court and the new combined court program, which combines Criminal and Family Court for certain CAC cases. This position will help enable caseworkers and investigators spend more time conducting forensic interviews and investigations more completely. The AA will work on CAC related Case only. The AA will also assist in the overall operation of the CAC. \$ 26.00 hr. X 735 Hrs = \$ 19,110 plus fringe and admin = \$ 4,031, Total Cost equals \$ 23,141.

\* Oneida County DSS will contract with Neighborhood Center to provide two advocates to the CAC. The Advocates are co-located and dedicated to child victims and their non-offending Families.

\* CAC Administrator - this grant will provide support to the cost of the Administrator in the amount of \$ 23,350.

\* The vehicle will be used for victim/witness transportation to the CAC for forensic interviews, medical examinations, court functions and investigations. Vehicle already approved under previous grant but expires 4/20/12 at which time the lease will be eliminated. This will increase the mileage expense \$ 300 X 7 months. = \$ 2,100 lease cost. There is an increased demand for transportation due to the expansion of CAC medical services, and the new combined court system. Price is state bid price, other county funds will be used for vehicle maintenance a& fuel. Oneida County is over 1,200 square miles.

These are related to OCFS Standards: Multidisciplinary Team, Organizational Capacity, Forensic Interviewing, Case Review, Case Tracking and Victim Support.





## B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
Office Supplies		\$1,000	\$1,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Supply Costs</b>	\$0	\$1,000	\$1,000

Enter Budget Narrative Below:

Office supplies are for a full and part time staff of 30+, along with supplies for the Googin Auditorium, and includes pamphlets, copier paper, writing supplies, note-pads, general office supplies. Oneida County requires state bid pricing.

Related to OCFS Program Standards: CAC/Multidisciplinary Team, Organizational Capacity.

### B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
Utilities		\$24,000	\$24,000
Medical Insurance for on-site Medical exams		\$1,000	\$1,000
NCA re-accreditation & annual fee		\$500	\$500
Phones & Internet Service		\$2,309	\$2,309
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Other Expenses</b>	\$0	\$27,809	\$27,809

Enter Budget Narrative Below:

- \* Utilities expense is for 10,689 square foot building occupied by the CAC. Expenses include natural gas, water, sewer, electricity, etc.
- \* Expansion of medical response requires additional insurance coverage by medical providers. Costs based on 3 providers (1MD, 2 NP's) and 7 registered nurses X \$100 each = \$ 1,000.
- \* National Children's Alliance annual fees for the year = \$ 500
- \* Total Cost of Phones & internet = \$ 3,456, \$ 1,147 of this cost will be paid with other funding.

All related to OCFS Program Standards Child Friendly Facility, CAC/Multidisciplinary Team, Forensic Interviews, Organizational Capacity, Medical.

<b>Contractor Name:</b>	Oneida County Department of Social Services
<b>Period of Budget:</b>	10/1/12 through 9/30/13
<b>Contract Number:</b>	C026592

**APPENDIX B  
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
1	2	3	4
<b>A. Personal Services</b>			
1. Project Staff Salaries	\$0	\$8,464	\$8,464
2. Fringe Benefits	\$0	\$855	\$855
3. Total (Lines 1 + 2)	\$0	\$9,319	\$9,319
<b>B. Non-Personal Services</b>			
4. Contractual/Consultant	\$0	\$155,581	\$155,581
5. Travel/Per Diem	\$0	\$5,755	\$5,755
6. Equipment	\$0	\$0	\$0
7. Supplies	\$0	\$1,000	\$1,000
8. Other Expenses	\$0	\$27,809	\$27,809
9. Total (Total Lines 4 to 8)	\$0	\$190,145	\$190,145
<b>C. Project Total (Lines 3 + 9)</b>	\$0	\$199,464	\$199,464

	<b>Local Match (if required)</b> Use *calculation below
--	--

\*Local Match Calculation = % of matching funds (if required in the RFP or contract agreement ) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

\* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.



## Local Share/Match Breakdown

	Source	Amount
<b>A. Cash Donations</b>		
<b>B. In-Kind Donations</b>		
<b>C. Volunteers/Intern</b>		
<b>D. Fees for Service</b>		
<b>E. Unrestricted Cash or Fund Balance</b>		
<b>F. Grants:</b>		
- Other grants supporting this project		
<b>Amount of OCFS Funds</b>	NYSOCFS	\$199,464
<b>Non-OCFS Funds supporting this project</b>		
<b>Total</b>		<b>\$199,464</b>

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

**APPENDIX C  
PAYMENT AND REPORTING TERMS AND CONDITIONS**

**Line Item Budget**

Revised June 2012

- This Contract is funded with non-Federal funds only
- This contract is funded in whole or in part with Federal funds (see Appendix A3, Paragraph 14, for federal audit information)
- OCFS has determined that the Contractor IS NOT a Subrecipient
- OCFS has determined that the Contractor IS a Subrecipient
- The Federal funds for this contract are from Catalog of Federal Domestic Assistance (CFDA Number(s):

**I. PAYMENT TERMS AND CONDITIONS**

In consideration of the services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Children and Family Services (OCFS) agrees to pay and the Contractor agrees to accept a sum not to exceed the amount specified on the face page of this AGREEMENT for the initial AGREEMENT period and, for subsequent periods, the amount specified in Appendix X for that period. All payments shall be in accordance with the budget contained in Appendix B for the applicable period. Payment under this AGREEMENT is conditional upon the continued availability of funds. Should funds become unavailable, the Contractor shall be relieved of any obligation to continue this project beyond the period for which funds were available. Payments and future funding are contingent on the availability of funding for the activities to be conducted in accordance with this AGREEMENT.

Funds cannot be expended until the contract is approved by the Office of the State Comptroller (OSC). Expenditures cannot precede the contract start date. If the Contractor makes expenditures subsequent to the contract start date, but prior to OSC approval of the contract, they do so at their own risk.

See Appendix A-2 for any additional program-specific Payment Terms and Conditions applicable to this AGREEMENT. To the extent that there is a conflict between any Payment Terms and Conditions set forth in this Appendix and in Appendix A-2, the Payment Terms and Conditions in Appendix A-2 will supersede the Payment Terms and Conditions in Appendix C.

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

## II. ADVANCE PAYMENT AND RECOUPMENT

- a. To the extent permitted by applicable laws and regulations, OCFS may, at its own discretion, make advance payment(s) to the Contractor, up to **40%** of the annual period amount, upon the submission by the Contractor of sufficient justification therefor. Any advance may be eligible for payment only upon approval of this AGREEMENT by the Attorney General and by OSC and upon the submission to OCFS by the Contractor of a properly executed State of New York Claim for Payment (Ac3253-S), or on-line claim submitted through the OCFS Contract Management System (CMS), in a form acceptable to OCFS and to OSC.
- b. Recoupment of any advance payment(s) shall be recovered by crediting **40% of the advance amount for each quarterly claim**  
or as otherwise specified in Appendix A-2. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims will be reduced until the advance is fully recovered. Any unexpended advance balance at the end of the AGREEMENT period will be refunded by the Contractor to OCFS. In the event either party terminates the AGREEMENT prior to its expiration, the Contractor agrees to refund to OCFS immediately any advance balance then outstanding.
- c. An initial advance, if determined to be payable to the contractor, shall be payable thirty days from the start date of services within the contract period or thirty days from the submission of a properly executed State of New York Claim for Payment, or on-line claim submitted through CMS, in a form acceptable to the Office and to the Comptroller of the State of New York, whichever is later.
- d. For purposes of interest determinations pursuant to Article XI-B of the State Finance Law, claims for payment of advances are payable 30 days from the start date of services within the contract period if deemed acceptable by OCFS and the Office of the State Comptroller. If the Contractor's claim or on-line claim submitted through CMS is not received within 30 calendar days of the contract becoming fully executed no additional interest shall accrue after such thirtieth day.

## III. CLAIMS FOR REIMBURSEMENT

- a. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of OCFS under this AGREEMENT within fifteen (15) days after the end of each **quarterly** claiming period or as otherwise specified in Appendix A-2.
- b. The Contractor shall submit a New York State Claim for Payment or on-line claim submitted through CMS and a New York State Financial Claim Report within fifteen (15) days after the end of each claiming period as identified in Appendix A-2. The Contractor shall also submit the appropriate supporting fiscal documentation for the expenses claimed. The final claim shall be submitted within thirty (30) days after the expiration of each annual contract period or the early termination of this AGREEMENT or as otherwise specified in Appendix A-2.
- c. OCFS agrees to pay the Contractor for expenses incurred in behalf of fulfilling this AGREEMENT, according to the budget contained in Appendix B and upon the submission of a properly executed State of New York Claim for Payment, or on-line claim submitted through CMS, in a form acceptable to OCFS and to OSC and the submission of required Program reports. OCFS agrees to submit each approved claim to OSC for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing, together with a justification therefor.
- d. Claims other than those for payment of advances are payable on the 45th day after the end of the claiming period (monthly or quarterly as defined in this agreement) if deemed acceptable by OCFS and the Office of the State Comptroller, and if the Contractor's claim or on-line claim submitted through CMS is received within 15 days after the end of said period. If the Contractor's claim or on-line claim submitted through CMS is received later than 15 days after the end of said period, then the

claim will be payable 30 days after receipt if deemed acceptable by OCFS and the Office of the State Comptroller."

- e. For purposes of interest determinations pursuant to Article XI-B of the State Finance Law, claims or on-line claims submitted through CMS other than those for the payment of advances are payable 30 days after the end of the claiming period (monthly or quarterly as defined in this agreement) if deemed acceptable by OCFS and the Office of the State Comptroller. If the Contractor's claim or on-line claim submitted through CMS is not received within 30 calendar days of the contract becoming fully executed no additional interest shall accrue after such thirtieth day.
- f. OCFS reserves the right to withhold up to ten percent (10%) of the total amount of the contract as security for the faithful completion of services under this AGREEMENT. OCFS  will or  will not withhold up to 10% of the total amount of this contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under this AGREEMENT. The amount withheld will be paid to the Contractor upon the receipt of all required reports, including the final programmatic and fiscal reports, all products of the project as provided in the AGREEMENT as detailed in Appendix D, a final claim or on-line claim submitted through CMS, the accounting for any advance payment(s) made pursuant to this AGREEMENT, and upon certification by the Contractor that it has completed its obligations and duties under this AGREEMENT.
- g. OCFS will not be liable for payments on any contract, grant or agreement made pursuant to an appropriation if insufficient monies are available, pursuant to Section 99-d(3) of the State Finance Law.
- h. The Contractor shall require any and all subcontractors to submit all financial claims for services rendered and required supporting documentation and reports necessary to complete the financial claim and expense report as referenced in Section III.a. above in sufficient time for said information to be received by the Contractor no later than ten (10) days following the final day of the claiming period. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information and/or are not received by the Contractor by said due date. Subcontractors shall be paid on a timely basis after submitting the required reports and vouchers for reimbursement of services.
- i. Subcontracts should not be signed by Contractor prior to OCFS approving the subcontract and OSC approving the contract. Subcontracts cannot have start dates prior to the contract start date. If Contractor obtains signature on a subcontract subsequent to the start date, but prior to OSC approval of the contract, they do so at their own risk.
- j. Payment for travel costs and related expenses incurred by the Contractor's staff, employees and consultants shall be made at no greater than the prevailing New York State rates established for travel costs and related expenses for State employees as set by OSC and listed at the following internet website <http://www.osc.state.ny.us/agencies/travel/travel.htm>
- k. OCFS may specifically request the return of any equipment purchased pursuant to this AGREEMENT. At the discretion of OCFS, the Contractor may retain custody of such equipment, provided it continues to be used for the children, family, and youth services outlined in the AGREEMENT. No equipment purchased with OCFS funds may be transferred or disposed of without written permission from OCFS. Equipment items purchased and claimed must be listed in the approved contract budget. Any changes in the equipment listed in the budget must have prior approval by OCFS in writing before implementing the change.
- l. If the Contractor receives funds under this AGREEMENT to construct, renovate or improve the property it occupies, then the improved property will be used for the children, family and youth services outlined in this AGREEMENT for the period set forth in Appendix A-2 of this AGREEMENT

- m. All obligations must be incurred prior to the end date of the contract. The Contractor has up to 90 days after the contract end date to make expenditures as long as the obligation was made prior to the contract end date.
- n. Any goods or services ordered by the Contractor prior to the contract start date must be received and paid for during the contract period in order for the cost of such goods and/or services to be reimbursed to the contractor using funds from this AGREEMENT. Should the contractor order goods and/or services prior to Office of the State Comptroller's approval of the contract, the contractor does so at their own risk and OCFS will not reimburse the contractor for the cost of such goods and/or services if such goods and/or services were received or paid for prior to the commencement of the contract period.

#### **IV. BUDGET REVISIONS**

- a. The Contractor may make revisions to the budget contained in Appendix B up to ten percent (10%) of the total contract value without prior approval of OCFS except that any budget revisions that affect changes in the workplan contained in Appendix D shall require prior written approval of OCFS unless otherwise specified in Appendix A-2. The Contractor agrees to submit any and all revisions made pursuant to this subparagraph to the Designated Payment Office identified in Appendix A-2 within ten (10) days of implementing such revisions or as an attachment to any claims for reimbursement that may be associated with such revisions, whichever is the earlier date.
- b. Budget revisions in excess of ten percent (10%) of the total contract value or which affect changes in the workplan as contained in Appendix D shall be submitted in writing to the Designated Payment Office identified in Appendix A-2 for approval, accompanied by justification therefor. The OCFS Project Officer shall notify the Contractor, in writing, of OCFS' approval of such budget revisions, or shall, in writing, notify the Contractor of OCFS' disapproval and identify the reasons for such disapproval.
- c. Any proposed modification to the contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of the contract must be submitted to the Office of the State Comptroller for approval when: **1)** The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; **OR, 2)** The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts equal to or greater than five million dollars.

#### **V. AUDIT AND RECORDS RETENTION**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this AGREEMENT (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. OSC, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this AGREEMENT, 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; (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. If the Records are in any way relevant to audit findings, litigation or claims and the audit findings, litigation, or claims are not resolved within a period of

six (6) years after the end or termination of this AGREEMENT, the Contractor will retain such records until notified in writing by OCFS to dispose of them.

## **VI. REFUNDS**

In the event that the contractor must make a refund to OCFS for contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The contractor must include with the payment a brief explanation of why the refund is being made and reference the contract number. Refund payments must be submitted to:

NYS Office of Children and Family Services  
Attention: Contract Cash Receipts  
Bureau of Contract Management  
Capital View Office Park  
52 Washington Street  
South Building, Room 202  
Rensselaer, NY 12144

## **VII. PROGRAM REPORTING REQUIREMENTS**

- a. The Contractor shall submit a Program Report on the schedule stated in Appendix A-2 and in the format specified by OCFS.
- b. In addition to the periodic reports stated above, the Contractor shall, prior to receipt of final payment under this AGREEMENT, submit a final program report satisfactory to OCFS no later than thirty (30) days following the termination of this contract or the completion of expenditures, whichever is sooner or as otherwise specified in Appendix A-2.

## **VIII. REPORTING SCHEDULE**

All periodic reports as identified in Appendix A-2 shall be submitted in accordance with the schedule provided unless otherwise designated in writing by the Program Officer. All periodic reports must be submitted no later than fifteen (15) days after the end of the reporting period or as otherwise specified in Appendix A-2.

## **IX. DESIGNATED PAYMENT OFFICE**

Designated Payment Office information is contained in Appendix A-2.

**Appendix D**  
**Application Cover Page – Agreement**

<b>I. Incorporated Agency Name:</b>	Oneida County			
<b>II. Project Title:</b>	Child Advocacy Center			
<b>III. New York State Vendor ID:</b>	1000002595			
<b>IV. Amount of OCFS Funds Requested:</b>	\$199,464.00			
<b>V. Proposed Dates of Project:</b>	October 1, 2012 through September 30, 2013			
<b>VI. Address:</b> (Include Street, City, State, Zip Code)	<b>Mailing</b>	<b>Payment</b>	<b>Site</b>	<b>Agency Record</b>
Oneida County Department of Social Services 800 Park Avenue Utica, New York 13501	✓	✓		✓
Oneida County Child Advocacy Center 930 York Street Utica, New York 13502			✓	
<b>VII. Federal Tax Identification Number or Municipality Code:</b>	300100000-000			
<b>VIII. Does the Business Entity have a Data Universal Numbering System (DUNS) Number?</b> If yes, what is the DUNS Number?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>DUNS Number:</b> 075814186	
<b>IX. Is the Business Entity a:</b> (a) For Profit entity; and (b) A New York Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
<b>If yes, please specify the type of entity:</b>	<input type="checkbox"/> Minority Owned Business Enterprise (MBE) <input type="checkbox"/> Women Owned Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> New York State Small Business			
<b>X. Is the Business Entity a:</b> (a) Not-For-Profit entity; and (b) A Minority Community-Based Organization (MCBO)	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
<b>XI. Charities Registration Number:</b> (If exempt, enter reason for exemption)	Exempt, Municipality			
<b>XII. Has the Business Entity filed all required periodic or annual written reports with the Office of the Attorney General's Charities Bureau?</b>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	

<b>XIII. Congressional/Legislative District Information: (If Known)</b>					
Federal Congressional District(s): 24					
State Assembly District(s): 116					
State Senate District(s): 47					
<b>XIV. County:</b>		Oneida County			
<b>XV. Contact Person(s):</b>					
Key Contacts	Name	Address	Telephone & E-Mail Address **	Authorized to Sign Contracts	Authorized to Sign Vouchers
Board Chairperson	Gerald Fiorini	800 Park Avenue Utica, New York 13501	315-798-5900 gfiorini@ocgov.net		
Chief Administrative Officer <sup>1</sup>	County Executive Anthony Picente Jr.	800 Park Avenue Utica, New York 13501	315-798-5800 APicente@ocgov.net	✓	✓
Contract Contact	Tammy Stoetzner	800 Park Avenue Utica, New York 13501	315-798-5260 TStoetzner@ocgov.net		
Chief Fiscal Officer	Commissioner Lucille A. Soldato	800 Park Avenue Utica, New York 13501	315-798-5733 LSoldato@ocgov.net	✓	✓
Fiscal Administrator	Debra Briggs	800 Park Avenue Utica, New York 13501	315-798-5082 dbriggs@ocgov.net		✓
<b>**An E-mail address is required. If you do not have a personal e-mail address, please supply your Organization's shared e-mail address.</b>					

<sup>1</sup> The Chief Administrative Officer is defined as the person who is responsible for the contractor's overall administration, eg. Executive Director, County Executive, or Agency Commissioner



## Non-Discrimination/Non-Sectarian Compliance

Agency:

- |  | <u>Yes</u>            | <u>No</u>                        |
|--|-----------------------|----------------------------------|
| a. According to the Certificate of Incorporation, are the organization's purposes sectarian? (For example, is the organization a corporation organized under the religious corporation law or a corporation which has a corporate purpose to serve a particular religious group or to promote the doctrine of a particular religion in general?) | <input type="radio"/> | <input checked="" type="radio"/> |
| b. Are any of the proposed services in your project sectarian in nature?   | <input type="radio"/> | <input checked="" type="radio"/> |
| c. Does the organization have as its goal the furthering of any sectarian purpose?   | <input type="radio"/> | <input checked="" type="radio"/> |
| d. Are the services to be provided by sectarian staff? (e.g. Clergy)   | <input type="radio"/> | <input checked="" type="radio"/> |
| e. Are services being delivered in a building owned by a sectarian organization?   | <input type="radio"/> | <input checked="" type="radio"/> |
| f. Are services direct educational services in connection with a school?   | <input type="radio"/> | <input checked="" type="radio"/> |
| g. Will the proposed services be provided on the basis of race, religion, color, national origin or sex?   | <input type="radio"/> | <input checked="" type="radio"/> |

h. What is the target population of the organization?

All Oneida County Residents

i. What will the organization do if individuals who are not part of your target population ask for services?

No refusal of any Oneida County Residents

j. Will the organization serve, either through direct services or referrals, all who request assistance?  Yes  No

**If the answer(s) to any of the questions a-e, or g, are "yes", then justify why you should be funded below.**

### ORGANIZATION INFORMATION

For statistical purposes, check yes or no for each of the following items as it relates to your organization.

- |                         |                           |                                     |                      |                                      |                                     |
|-------------------------|---------------------------|-------------------------------------|----------------------|--------------------------------------|-------------------------------------|
| Non-Profit Organization | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Women-Owned Business | <input type="radio"/> Yes            | <input checked="" type="radio"/> No |
| Minority Business       | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Municipality         | <input checked="" type="radio"/> Yes | <input type="radio"/> No            |
| Small Business          | <input type="radio"/> Yes | <input checked="" type="radio"/> No |                      |                                      |                                     |

PROGRAM STANDARDS  
FOR  
MULTIDISCIPLINARY TEAM (MDT)  
&  
CHILD ADVOCACY CENTER (CAC)  
PROGRAMS

2010

## CHILD APPROPRIATE/ CHILD FRIENDLY FACILITY

**STANDARD:** THE CHILD-FOCUSED SETTING IS COMFORTABLE, PRIVATE, AND BOTH PHYSICALLY AND PSYCHOLOGICALLY SAFE FOR DIVERSE POPULATIONS OF CHILDREN AND THEIR NON-OFFENDING FAMILY MEMBERS.

### **Rationale**

A Child Advocacy Center (CAC) requires a separate, child-focused setting designed to provide a safe, comfortable and neutral place where forensic interviews can be conducted and other CAC services can be provided for children and families. While every center may look different, the criteria below will help to define some specific ways that the environment can encourage children and families to feel physically and psychologically safe and comfortable. These include attending to the physical setting so that it meets basic child safety standards, taking appropriate precautions so that alleged offenders do not have access to the CAC, providing adequate supervision of children and families while they are on the premises, and creating an environment that reflects the diversity of clients served.

There is no one "right" way to build, design or decorate a CAC. The CAC should have adequate square footage and conform to generally-accepted safety and accessibility guidelines, applicable fire and building codes, etc. Consideration should be given to future growth and the need for additional space as case loads increase and additional program components are needed. Care should be taken to allow for multidisciplinary team (MDT) members to have access to work space and equipment onsite to carry out the necessary functions associated with their role on the MDT including, but not limited to, meeting with families and appropriate exchange of necessary information. Co-location of MDT members at the CAC is strongly encouraged but not legally required. OCFS will provide additional funding to support co-location of MDT members at the CAC.

Special attention should be given to designing and decorating the client service areas. The appearance of the CAC can help facilitate children's and families' participation in the process, largely by helping to alleviate anxiety and instill confidence and comfort in the intervention system. It should communicate, through its design, decor and materials, that the CAC is a welcoming and child-oriented place for all children and their non-offending family members.

### **Criteria**

**A. *The CAC is a designated, well-defined, task appropriate stand alone facility or contiguous space within an existing structure.***

The CAC has an identified location that is a separate, child-focused setting designed to provide a safe, comfortable and neutral place where forensic interviews can be conducted and other services can be provided for children and families. CACs range from small, refurbished houses, to a renovated wing of a county office building or community hospital, to newly built facilities. The site should not be viewed or presented as a branch of any one MDT member.

***B. The CAC has written policies and procedures that require separation of victims and alleged offenders.***

The CAC has a setting that is physically and psychologically safe for child clients, and that provides for separation of children from alleged offenders. OCFS program policy dictates that sex offenders are NOT allowed in the CAC. During the investigative process, logic dictates that children may not feel free to disclose abuse if an alleged offender accompanied them to the interview and was sitting just down the hall in the waiting room. This separation of children from alleged offenders should also extend to children and perpetrators in unrelated cases. If a CAC shares space with an existing agency that provides services to offenders, facility features must provide for separation of children and non-offending family members from alleged offenders.

The CAC must have written policies and procedures that provide for the separation of victims and alleged offenders during the investigative process and as appropriate throughout delivery of the full array of CAC services. In addition, CACs should also make provisions to maintain the physical and psychological safety of all children who visit the center.

***C. The CAC makes reasonable accommodations to make the facility physically accessible.***

Recognizing that not all centers are located in custom-designed or new buildings, CACs should make reasonable accommodations to make the facility physically accessible. If the CAC cannot be structurally modified, arrangements for equivalent services must be made at alternate locations. The Americans with Disabilities Act (ADA) and pertinent New York State laws can provide guidelines on accessibility.

***D. The facility allows for live observation of interviews by MDT members.***

Understanding that undergoing multiple interviews and/or being subjected to multiple interviewers is often stressful for children, interviews should be observed by MDT members in a space other than the interview room to reduce or eliminate a need for separate interviews, whether or not interviews are recorded. The MDT should also be able to communicate with the interviewer to provide input and feedback during the live interview with the child.

***E. The CAC is maintained in a manner that is physically safe and "child proof".***

A center that is physically safe for children is central to the creation of a child-focused setting. This can be a challenge as centers are host to children of a variety of ages, developmental stages and cultural considerations. Materials and center furnishings should be selected with this in mind. Any areas where children may be present should be "childproofed" and cleaned to be as safe as possible for infants and toddlers. Toys and materials should be sanitized on a regular basis.

***F. Children and families are observed or supervised by staff, volunteers, and/or MDT members.***

In order to provide a physically and psychologically safe environment, children and families must be observed or supervised by CAC staff, MDT members, or volunteers. The children must be within sight and hearing distance at all times. Some CACs are built so that the waiting room

can be seen from the receptionist's desk. Other CACs have volunteers scheduled to supervise play in the waiting room whenever the center is open for clients.

***G. Separate and private area(s) are available for those awaiting services, for case consultation and discussion, and for meetings or interviews.***

Confidentiality and respect for client privacy is of paramount concern in a CAC. It is not acceptable for team members or CAC staff to discuss cases with children or families where it may be overheard by other visitors or others not directly involved with the case. Separate areas should also be made available for private family member interviews and so that individual family members may privately discuss aspects of their case. Care should be taken to provide for segregated meeting areas that are not only physically separate, but also sound-proofed so that conversations cannot be overheard. Some centers have placed soundproofing materials in walls when building or refurbishing their centers. Others have placed stereos or "white noise" machines in rooms to block or obscure sound.

***H. The location of the CAC is convenient and accessible to clients and MDT members.***

When planning the location of a center, it is important to evaluate the site's accessibility for clients and MDT partner agencies. Considerations should include transportation assistance, travel distances, availability of parking, public transportation, and how welcoming a particular neighborhood is for clients of diverse cultural and socioeconomic backgrounds. Additionally, planning should include consideration for children and/or families who will return to the center for ongoing services such as follow-up meetings, medical appointments, or therapy services.

## MULTIDISCIPLINARY TEAM (MDT)

**STANDARD:** A MULTIDISCIPLINARY TEAM FOR RESPONSE TO CHILD ABUSE ALLEGATIONS INCLUDES REPRESENTATION FROM THE FOLLOWING:

- LAW ENFORCEMENT
- CHILD PROTECTIVE SERVICES
- DISTRICT ATTORNEY'S OFFICE
- MEDICAL (TRAINED IN FORENSIC PEDIATRICS)
- MENTAL HEALTH
- VICTIM ADVOCACY
- CHILDREN'S ADVOCACY CENTER (WHERE ONE EXISTS)

### **Rationale**

New York State Social Services Law § 423(6) states that *"Members of multidisciplinary teams shall include but not be limited to representatives from the following agencies: child protective services, law enforcement, district attorney's office, physician or medical provider trained in forensic pediatrics, mental health professionals, victim advocacy personnel and, if one exists, a child advocacy center."*

New York State Social Service Law §424(5-a) requires that the investigation of any report that involves an abused child as per Family Court Act §1012(e)(i), sexual abuse or the death of a child must be conducted by an MDT where one exists. Social Service Law § 424(5-b) requires that the local child protective service (CPS) assess maltreatment reports alleging physical harm when the report is made by a mandated reporter within six months of any two previous reports which were indicated or are still under investigation involving the same subject, child, a sibling of the child or other children in the same household as the child to determine whether the report should be investigated by an MDT. In either case, if a county does not have an MDT, the investigation must be conducted jointly by CPS and law enforcement. Any exceptions require approval by OCFS.

A functioning and effective MDT is the foundation of a CAC. An MDT represents the various disciplines necessary to implement a comprehensive approach to child abuse and serious maltreatment reports, and the members should work collaboratively from the point of an official report to implement the most effective coordinated response possible for every child. The purpose of interagency collaboration is to coordinate intervention to reduce potential trauma to children and families and improve services, while preserving and respecting the rights and

obligations of each agency to pursue their respective mandates. This interagency collaboration is based on a systemic response. The collaborative response begins with the reporting of the case and is promoted through understanding and exploring case issues. Insight from each MDT representative provides the environment for a coordinated, comprehensive, compassionate professional response. Quality assurance is a necessary component of this joint response to review the effectiveness of the collaborative efforts.

Some CACs, including those in small, rural communities, may employ one person to fill multiple roles. For example, the CAC Director may also serve as the Victim Advocate, or a CPS worker may function as an interviewer and a case worker. Community resources may limit personnel and require some to wear multiple hats. However, some overlap of roles would be inappropriate. For example, a forensic interviewer may not serve as the therapist for the child victim. What is important is that each of the above-mentioned functions be performed by a member of the MDT, while maintaining clear boundaries for each function. MDT's may also expand to include other professionals, such as guardians ad litem, adult and juvenile probation, family court attorneys, out-of-home care licensing personnel, federal investigators, school personnel, domestic violence providers, Office of Children and Family Services (OCFS) Institutional Abuse and Neglect Investigators and others, as needed and appropriate for that community.

Generally, a coordinated MDT approach facilitates efficient gathering and sharing of information, broadens the knowledge base with which decisions are made by including information from many sources, and improves communication among agencies. From each agency's perspective, there are also benefits to working on an MDT. More thorough and shared information, improved and timely evidence gathering, and the involvement of the prosecutor from the beginning stages of the case may contribute to a more successful outcome. An MDT response also fosters needed education, support and treatment for children and families that may enhance their willingness to participate and their ability to be effective witnesses. MDT interventions, particularly when provided in a neutral, child-focused CAC setting, are associated with less anxiety, increased support, and more appropriate and timely referrals for needed services.

In addition, non-offending parents are empowered to protect and support their children throughout the investigation and prosecution and beyond. Law enforcement personnel find that a suspect may be more likely to cooperate when confronted with the strength of the evidence generated by a coordinated MDT approach. Law enforcement personnel also appreciate that support and advocacy functions are attended to, leaving them more time to focus on other aspects of the investigation. They work more effectively with CPS on child protection issues and benefit from other MDT members' training and expertise in communicating with children and understanding family dynamics. As a result of effective information sharing, CPS workers are often in a better position to make recommendations regarding placement and visitation, and can assist the MDT by monitoring the child's safety and parental support and by evaluating non-offending parents. Medical providers benefit from the MDT's complete history taking and, in turn, are available to consult about the advisability of a specialized medical evaluation and the interpretation of medical findings and reports. Mental health professionals can provide the MDT with valuable information regarding the child's emotional state and treatment needs and ability to participate in the criminal justice process. A mental health professional on the MDT provides routine assessment, treatment and related services. These services are offered and made available to children and families regardless of their ability to pay. Victim advocacy personnel are available to provide needed crisis intervention, support, information and case updates, and advocacy in a timely fashion. This helps the MDT anticipate and respond to the needs of

children and their families more effectively, lessens the stress of the court process, and increases access to resources needed by the family which may include access to victims of crime funding.

### **Criteria**

***A. The CAC/MDT has a written interagency agreement signed by authorized representatives of all MDT components that clearly commits the signed parties to the CAC model for its multidisciplinary child abuse and maltreatment intervention response.***

Written agreements formalize interagency cooperation and commitment to MDT/CAC practice and policy. This provides continuity of practice even when personnel, heads of departments, and elected officials change. Written agreements may be in different forms such as memoranda of understanding (MOU), protocols and/or guidelines, and are signed by the leadership of participating agencies (e.g., police chiefs, district attorneys, agency department heads, etc.) or their designees. These documents should be developed with input from all of the MDT members, reviewed annually and updated as needed to reflect current practice and current agency leadership.

***B. All members of the MDT including appropriate CAC staff, as defined by the needs of the case, are routinely involved in investigations and/or MDT interventions.***

The purpose of multidisciplinary involvement for all interventions is to maximize the likelihood that the unique needs of children are recognized and met. This means that informed decision-making occurs at all stages of the case so that children and families benefit optimally from a coordinated response. Multidisciplinary intervention begins at initial disclosure or report and includes, but is not limited to, first response, pre- and post-interview debriefings, forensic interviews, consultations, advocacy, evaluation, treatment, case reviews, and prosecution. The MDT/CAC follows an agreed upon process for collaborative intervention across the entire continuum of the case.

***C. The MDT/CAC's written policies and procedures address information sharing that allows for the timely exchange of relevant information among MDT members, staff, and volunteers and is consistent with legal, ethical and professional standards of practice.***

Effective communication and information sharing happen at many points in a case. Both are key dynamics for MDTs in order to minimize duplicative efforts, enhance decision making, and maximize the opportunity for children and caretakers to receive the services they need. The MDT/CAC's written policies and procedures must delineate how pertinent information is communicated and how confidential information is protected. Most professions represented on the MDT have legal, ethical and professional standards of practice with regard to confidentiality, but they may differ among disciplines. The CAC must create written confidentiality and information sharing policies that specifically apply to the MDT, staff and volunteers.

***D. The CAC provides routine opportunities for MDT members to provide feedback and suggestions regarding procedures/operations of the MDT/CAC.***

CACs should have both formal and informal mechanisms allowing MDT members to regularly provide feedback regarding the operations of the CAC, addressing both practical,



operational/administrative matters (e.g., transportation for clients, use of the facility, equipment upgrades) and multidisciplinary teaming issues (e.g., communication, case decision making, documentation and record keeping, "turf" issues, etc.). CACs should strive to create an atmosphere of trust and respect that fosters opportunities for open communication and enables MDT members to share ideas and raise concerns.

***E. The MDT/CAC participates in ongoing and relevant training and educational opportunities, including cross-discipline, MDT, peer review and skills-based learning.***

Ongoing learning is critical to the successful operation of MDTs/CACs. The CAC should identify and/or provide relevant educational opportunities. These should include topics that are cross-discipline in nature, are MDT focused, and/or enhance the skills of the MDT members.

***F. MDT member agency representatives are co-located at the CAC.***

The co-location of MDT members at the CAC fosters ongoing communication and provides greater opportunity to coordinate the investigation and review of cases. Co-location is determined by the number of disciplines with their primary working assignment at the CAC or designated MDT members that are assigned to MDT cases and attend case reviews. A record or log of team members' time at the CAC is required for all OCFS funded programs.

## ORGANIZATIONAL CAPACITY

**STANDARD:** A DESIGNATED LEGAL ENTITY RESPONSIBLE FOR PROGRAM AND FISCAL OPERATIONS HAS BEEN ESTABLISHED AND IMPLEMENTS BASIC SOUND ADMINISTRATIVE POLICIES AND PROCEDURES.

### **Rationale**

Every CAC must have a designated legal entity responsible for the governance of its operations. The role of this entity is to oversee ongoing business practices of the CAC, including setting and implementing administrative policies, hiring and managing personnel, obtaining funding, supervising program and fiscal operations, and long term planning.

There are many options for CAC organizational structure depending upon the unique needs of its community. CACs may be a non-profit agency or be part of a governmental entity, such as a local department of social services, district attorney's office, law enforcement agency, or victim services agency. Each of these options has its limitations, and implications for collaboration, planning, governance, community partnerships and resource development. The lead agency must obtain approval of the local department of social services and OCFS. No CAC may receive funding from OCFS without letters from all required MDT members committing their support to actively participate on the MDT. Ultimate success requires that, regardless of where the program is housed or under what legal auspices, all agencies in this collaborative effort feel equal investment in and ownership of the program.

### **Criteria**

**A. The CAC is an incorporated, private non-profit organization or government agency or a component of such an organization or agency.**

The CAC has a defined organizational identity that provides appropriate legal and fiduciary governance and organizational oversight. This can be an independent not-for-profit, a government entity, or a component of such an entity.

**B. The CAC maintains, at a minimum, current general commercial liability\*, professional liability, and Directors and Officers liability as appropriate to its organizational structure.**

Every CAC must provide appropriate insurance for the protection of the organization and its personnel. Nonprofit CACs, must carry, at a minimum, general commercial liability, professional liability, and Board of Directors and Officers liability insurance. CACs should consult with appropriate risk management professionals to determine appropriate types of insurance and any additional levels of coverage needed such as renters, property owners, and automobile insurance.

***C. The CAC has written administrative policies and procedures that apply to staff, MDT members, board members, volunteers and clients.***

Every CAC must have written policies and procedures which govern its administrative operations. Examples of administrative policies and procedures include: job descriptions, personnel policies and related staffing procedures; a non-discrimination policy; grievance policies; fiscal management policies and procedures; documentation and record-keeping policies and procedures; health and safety policies and emergency procedures; security policies; policies governing appropriate use of the facility; etc. These policies and procedures may be found in various organizational documents such as board policies, hiring policies, employee handbook and MDT protocols.

***D. CACs operated by not-for-profits have an annual independent financial audit.***

Confidence in the integrity of the fiscal operations of the CAC is critical to the long term sustainability of the organization. An annual independent audit is one tool to assess for fiscal soundness and internal controls for financial management. Annual audits must be available upon request by OCFS.

***E. The CAC has personnel responsible for its operations and program services.***

In order that children receive the services they need, CACs must have personnel responsible for coordinating its operations and program services. The CAC must provide for sufficient staffing to support all program components. Efforts must be made to provide reliable and ongoing sources of funding for these positions.

***F. The CAC has, and demonstrates compliance with, written screening policies for staff that include criminal background checks and provides training and supervision.***

Due to the sensitive and high-risk nature of CAC work, it is imperative that, at a minimum, the CAC conducts a formal screening process for staff. This process should be documented in a written policy. Staff must receive initial and ongoing training and supervision relevant to their role.

***G. The CAC has, and demonstrates compliance with, written screening policies for on-site volunteers, and provides training and supervision.***

Volunteers perform a wide variety of functions within CACs. Sometimes, CACs can attract people who may not be emotionally prepared for the activities of the CAC and/or may attract potential or actual sex offenders. Due to the sensitive and high-risk nature of CAC work, it is imperative that, at a minimum, the CAC conducts a formal screening process for onsite volunteers. This process should be documented in a written policy. Volunteers must receive training and supervision relevant to their role. No child may be left unattended and/or out of the vision of a staff member or parent/guardian while at the CAC.

***H. The CAC provides education and community awareness on child abuse and maltreatment issues.***

One component of an OCFS funded CAC's work is education and outreach to the community regarding child abuse and maltreatment, its effects, how to seek help when abuse or

maltreatment is suspected, and services provided by the CAC. Community education and outreach may be provided by staff, MDT members or volunteers.

***I. The CAC has addressed its sustainability through the development of a strategic plan that includes a funding component.***

In order to promote long-term viability of the organization, the CAC should undertake a comprehensive planning process. This plan should explore program needs, staffing levels, and funding for future growth and sustainability.

# CULTURAL COMPETENCY AND DIVERSITY

**STANDARD:** CULTURALLY COMPETENT SERVICES ARE ROUTINELY MADE AVAILABLE TO ALL CAC CLIENTS AND COORDINATED WITH THE MULTIDISCIPLINARY TEAM RESPONSE.

## **Rationale**

Cultural competency is defined as the capacity to function in more than one culture, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community. Cultural competency is as basic to the CAC philosophy as developmentally appropriate, child-friendly practice. Like developmental considerations, diversity issues influence nearly every aspect of work with children and families, such as welcoming a child and family to the center, employing effective forensic interviewing techniques, gathering information to make a determination about the likelihood of abuse or maltreatment, selecting appropriate mental health providers and securing help for a family in a manner in which it is likely to be utilized. To effectively meet child victim and non-offending family members' needs, the MDT and CAC must be willing and able to understand their world view, adapt practices as needed, and offer help in a manner in which it can be utilized. Striving towards cultural competence is an important and ongoing endeavor.

Proactive planning and outreach should focus on culture and degree of acculturation, ethnicity, religion, socioeconomic status, disability, gender and sexual orientation of child victims and family members. These factors contribute to the child(ren) and family's world view, unique perceptions and experiences throughout the investigation, intervention, and case management process. By addressing these factors in a culturally competent environment, children and families of all backgrounds feel welcomed, valued, respected and acknowledged by CAC staff, MDT members and volunteers.

## **Criteria**

**A. *The CAC provides culturally competent services based upon the needs of the community.***

In order to serve a community in a culturally competent manner, a CAC must conduct a community assessment that focuses on a range of issues including, but not limited to: race, gender and sexual orientation, ethnicity, disabilities, economics, rural v. urban, religion and culture. This process should be documented. Strategies should then be developed to allow services to be delivered to those children and families in need. The strategies may include such activities as: formal and informal training for staff, MDT members, volunteers, and board members; production and distribution of informational materials; outreach to underserved populations; protocol and policy changes; innovative recruitment practices; etc.

***B. The CAC must make every effort to provide services for non-English speaking and deaf or hard of hearing children and their non-offending family members throughout the investigation process.***

The ability to effectively communicate is critical to creating an environment in which children and families feel comfortable and safe. Language barriers can significantly impact the ability to obtain accurate information from the child and family, and hamper the ability of the MDT/CAC to convey their roles, expectations, concerns and decisions regarding the investigation and intervention services. Language barriers may compound already-existing possibilities for miscommunication between children and adults. The CAC can explore a variety of resources or solutions to provide adequate provisions so that language/communication challenges can be overcome. In order to protect the integrity of the process, care should be taken to utilize appropriate translators. MDTs/CACs should not use children or client family members to translate.

***C. The MDT and CAC members must provide services in a manner that addresses culture and development throughout the investigation, intervention, and case management process.***

All children and families who come to the CAC should feel welcome. While there are many ways of accomplishing this, materials such as dolls, toys, video games, books, magazines, artwork and other decorations should reflect the different interests, ages, developmental stages, ethnicities, religions and genders of children and families served.

It is the responsibility of the MDT/CAC members to know the ethnic and cultural background of the child being served and what languages they speak and/or are comfortable speaking. Interviews should be conducted in the primary language of the child victim whenever possible. From the moment of first contact with the child and family, the CAC and MDT should identify any cultural or linguistic issues that may affect service delivery. Understanding the child and family's background will help to: effectively elicit relevant history; understand decisions made by the child and family; understand the perception of the abuse/maltreatment and attribution of responsibility made by the child, family and community; understand the family's degree of acculturation and comprehension of laws; address any religious or cultural beliefs which may affect the disclosure; and recognize the impact of prior experience with police and government authorities both in this country and in other countries of origin. With knowledge and preparation, the CAC and MDT can structure services to obtain the most complete and accurate information and more effectively interpret and respond to the child and family's needs.

***D. The CAC engages in community outreach with underserved populations.***

CACs should strive to reach all members of the community in order that all children have access to the services of the center. This may require CACs to actively engage with underserved populations in the area and may involve developing partnerships with organizations or individuals that serve and/or represent these populations.

***E. The CAC actively recruits staff, volunteers, and board members that reflect the demographics of the community.***

CACs serve clients who are a part of the community in which the CAC is located. It is important that the CAC strive to recruit, hire and retain staff, volunteers and board members that reflect the demographics of the community and the clientele served.

## FORENSIC INTERVIEWS

**STANDARD:** FORENSIC INTERVIEWS ARE CONDUCTED IN A LEGALLY SOUND TRUTH SEEKING MANNER. INTERVIEWS ARE OF A CHILD SENSITIVE; UNBIASED; DEVELOPMENTALLY AND CULTURALLY APPROPRIATE, FACT FINDING NATURE; AND ARE COORDINATED TO AVOID DUPLICATIVE INTERVIEWING.

### **Rationale**

Forensic interviews create an environment that provides the child an opportunity to talk to a trained professional regarding what the child has experienced or knows that resulted in a concern about abuse or maltreatment. Forensic interviews are typically the cornerstone of a child abuse or maltreatment investigation, effective child protection and subsequent prosecution, and may be the beginning of the road toward healing for many children and families. The manner in which a child is treated during the forensic interview process may significantly impact the child's understanding of, and ability to respond to, the intervention process and/or criminal justice system. Quality interviewing involves: an appropriate, neutral setting; effective communication among MDT members; employment of legally sound interviewing techniques; and the selection, training and supervision of interviewers.

The purpose of an initial fact finding interview or minimum fact interviews must be differentiated from a forensic interview. The fact gathering process of the initial fact finding interview or minimum fact interview should minimize additional trauma to the child and prevent contamination of information. Information may be gathered from a reliable adult to whom the child has made a statement as an alternative to speaking to the child. If a child is not volunteering information then questioning should be avoided and information gathered from other collateral sources. For CPS, information needs to be gathered to determine the level of risk and safety of the child and/or siblings. What happened? Where did it happen? When did it happen? Who are the alleged offender(s)? Are there witnesses and/or other victims? Is immediate medical care necessary? Law enforcement must gather information needed to determine whether there is probable cause to believe a crime has been committed. If so, law enforcement will need to know where it was committed and whether any evidence of the crime may still be available. It should also be noted that the absence of a disclosure from a child at the initial fact finding interview or minimum fact interview does not necessarily mean that the allegations aren't true. Investigators should review other factors, such as child's demeanor, collateral information and family history, to determine whether or not a child should be referred for a subsequent forensic interview.

The purpose of a forensic interview in a CAC is to obtain a statement from a child, in a developmentally and culturally appropriate, child sensitive, legally sound, unbiased and truth seeking manner that will support accurate and fair decision making by the involved multidisciplinary team in the criminal justice and child protection systems. Forensic interviews

should be child-centered and coordinated to avoid duplication. At a minimum, CPS and law enforcement need to be present for the interview. If an investigator from either CPS or law enforcement is not able to attend, then a plan needs to be in place to avoid duplicate interviews. Forensic interviews should be conducted at a CAC when possible. Joint investigative interviews also need to be coordinated with the MDT. When a child is unable or unwilling to provide information regarding any concern about abuse or maltreatment, other interventions to assess the child's experience and safety are required, such as reviewing a family's history or by speaking with collaterals.

CACs vary with regard to who conducts the child forensic interview. At a minimum, anyone in the role of a forensic interviewer should have initial and ongoing formal forensic interviewer training. The *NYS Children's Justice Task Force Forensic Interviewing Best Practice Guidelines* are recommended for all interviews. This role may be filled by a CAC employed forensic interviewer, law enforcement officers, CPS workers, medical providers, federal law enforcement officers or other MDT members as according to their MDT/CAC protocols for investigation and interviewing.

The CAC's written policies and procedures must include the general interview process, process of selection of an appropriately trained interviewer, process for sharing of information among MDT members, and a mechanism for collaborative case planning. Additionally, for CACs that also conduct extended forensic evaluations a separate, well-defined process must be articulated for such evaluations.

### **Criteria**

#### ***A. Forensic interviews are provided by MDT/CAC staff that have specialized training in conducting forensic interviews.***

The CAC must demonstrate that the forensic interviewer(s) meets at least ONE of the following training standards:

- Documentation of satisfactory completion of competency-based child abuse forensic interview training that includes training concerning child development, cultural considerations, special needs and domestic violence.
- Documentation of 40 hours of nationally or state recognized forensic interview training that includes training concerning child development, cultural considerations, special needs and domestic violence.

A system must be in place to provide initial training on forensic interviewing for anyone conducting a forensic interview at the CAC. Many CACs use a combination of MDT members and CAC staff to fulfill this role. While many of the members of the MDT may have received interview training, forensic interviewing of alleged victims of child abuse in the context of an MDT response is considered specialized interviewing and thus requires additional specialized training.

#### ***B. The CAC's written documents describe the general forensic interview process including pre- and post-interview information sharing and decision making, and interview procedures.***



The general forensic interview process should be described in the agency's written protocols, guidelines or agreements. These protocols help to provide consistency and quality of interviews and related discussions and decision-making. These protocols or agreements must include criteria for choosing an appropriately trained interviewer (for a specific case), which personnel are to attend/observe the interview, preparation/information sharing with the forensic interviewer, use of interview aids, use of interpreters, communication between the MDT and the interviewer, recording and/or documentation of the interview, and interview process/methodology (such as the NS Children's Justice Task Force *Forensic Interviewing Best Practice Guidelines* and/or nationally recognized forensic interview training model(s)).

***C. Forensic interviews are conducted in a manner that is legally sound, non-duplicative, non-leading and neutral.***

Following research-based guidelines helps to provide a sound process. Any interviewing should be monitored over time to determine whether the guidelines reflect current day practice and whether the interviewer is proficient. *Forensic Interviewing Best Practice Guidelines*, or other comprehensive interview guidelines, should be followed to create an interview environment that enhances free recall, minimizes interviewer influence and gathers information needed by all the MDT members involved to avoid duplication of the interview process.

***D. MDT members with investigative responsibilities are present for the forensic interview(s).***

MDT members, as defined by the needs of the case, are routinely present for the forensic interview. This practice provides each MDT member access to the information necessary to fulfill their professional role and provide the necessary information to meet their needs. Members may include local, state, federal or tribal child protective services, law enforcement and/or prosecution. The members present may vary based on case assignments but these parties are routinely present. Observation of interviews does not have to be limited to these parties; the unique needs of the case may require others to take a lead role or observe.

***E. Forensic interviews are routinely conducted at the CAC.***

Forensic interviews of children, as defined in the MDT/CAC's written policies and procedures, will be conducted at the CAC whenever possible rather than at other settings. The CAC is the setting where the MDT is best equipped to meet the child's needs during the interview. Minimal facts interview or initial fact finding interviews are not considered forensic interviews.

On those occasions when forensic interviews take place outside the CAC, steps must be taken to utilize a neutral child friendly location and use appropriate forensic interview guidelines. Some CACs have established other interview spaces such as a satellite office. MDT members must provide for the child's comfort and privacy and protection from alleged offenders or others who may unduly influence the child.

***F. The MDT/CAC's written documents include:***

- ***procedures for selection of an appropriate, trained interviewer;***
- ***procedures for sharing of information among MDT members; and***
- ***a mechanism for collaborative case planning.***

The MDT/CAC's written policies and procedures should outline the above in writing. In doing so, the documents should provide for a defined, proactive process for decision making in regard to the forensic interview.

***G. The MDT and/or CAC should provide opportunities for those who conduct forensic interviews to participate in ongoing training and peer review.***

The MDT and/or CAC should provide initial and ongoing opportunities for professionals who conduct forensic interviews to receive specialized training. Training forums may include: attendance at workshops or conferences, reading current research and literature on forensic interviewing, role playing, interviewing children on non-abuse related topics, review of recorded interviews, observations of interviews, peer review, and ongoing supervision.

In addition, there should be demonstration of the following continuous quality enhancement activities:

- Ongoing education in the field of child abuse and maltreatment and/or forensic interviewing consisting of a minimum of 3 hours per every 2 years of Continuing Education Unit (CEU)/Continuing Medical Education (CME) credits
- Participation in a peer review process for forensic interviewers.

The peer review process should include other trained interviewers and is not intended as an intra-discipline supervision or evaluative process. It is intended to serve as reinforcement of practices and principles learned through forensic interview training. Interviewers should review work, discuss issues and provide feedback. Peer review may be conducted as standard post-interview procedure or during formal case reviews.

***H. The MDT/CAC should coordinate information gathering whether through history taking, assessment or forensic interview(s) to avoid duplication.***

All members of the MDT need information to complete their assessment/evaluation. Whether it is the initial information gathered prior to the forensic interview, the history taken by the medical provider prior to the medical evaluation, or the intake by the mental health provider, every effort should be made to avoid duplication of information gathering from the child and non-offending family members and should be a process of information sharing among MDT members.

## MEDICAL EVALUATION

**STANDARD:** SPECIALIZED MEDICAL EVALUATION AND TREATMENT SERVICES ARE ROUTINELY MADE AVAILABLE TO ALL CAC CLIENTS AND COORDINATED WITH THE MULTIDISCIPLINARY TEAM RESPONSE.

### **Rationale**

All children who are suspected victims of child abuse (or, when appropriate, maltreatment) should have access to a skilled medical evaluation. Decisions on whether a medical evaluation should be required must be based on specific screening criteria developed by skilled medical providers or by local multidisciplinary teams which include qualified medical representation.

Physicians, nurse practitioners, physician assistants and nurses with pediatric training and experience may be qualified to perform the medical evaluation of child abuse or maltreatment. Some CACs have expert medical professionals as full or part-time staff while others provide this service through affiliation with local hospitals or other facilities. Programs in smaller or more rural communities may not have easy access to qualified clinicians and may need to develop mentoring or consultative relationships with experts in other communities. The Child Abuse Medical Provider (CHAMP) Program is the recommended resource. CHAMP is available at [www.CHAMPProgram.com](http://www.CHAMPProgram.com). Information relevant to the detection, care and treatment of medical issues related to child abuse and maltreatment is available at [www.ChildAbuseMD.com](http://www.ChildAbuseMD.com).

A medical evaluation holds an important place in the multidisciplinary assessment of child abuse (and, in some cases, maltreatment). The complete medical evaluation includes a history, physical examination, laboratory testing, evidence collection, documentation of findings, treatment of illness and injuries, and photographic documentation. An accurate history is essential in making the medical diagnosis and determining appropriate treatment of child abuse. Because children learn early the helping role of doctors and nurses, they may disclose information to medical personnel that they might not share with investigators. Various members of the MDT have important roles in obtaining information and parts of the investigative interview may include information that is critical to an appropriate medical evaluation.

Photographic documentation of examination findings is the standard of care. Photo documentation enables peer review, continuous quality improvement, and consultation. It may also obviate the need for a repeat examination of the child and may be used as evidence in court proceedings.

### **Criteria**

***A. For OCFS funded CACs, medical evaluations are provided by health care providers with pediatric experience and child abuse expertise.***

The CAC must have access to a medical provider that meets at least ONE of the following training standards:

- Child Abuse Pediatrics Sub-board eligibility
- Child Abuse Fellowship training or child abuse Certificate of Added Qualification
- Documentation of satisfactory completion of competency-based training in the performance of child abuse evaluations such as is offered by the CHAMP Program or other similar programs.

The criteria outlined above apply to all specialties of medical providers. In addition, the provider should have previous training and experience in the broader practice of care of pediatric patients. Nurses must practice within the scope of applicable New York State Nurse Practice Act. There should be a system in place to allow for follow up review of positive findings on sexual abuse cases.

***B. Specialized medical evaluations for the child client are routinely made available on-site or through linkage agreements with other appropriate agencies or providers.***

Specialized medical evaluations can be provided in a number of ways. Some CACs have a medical provider that comes to the center on a scheduled basis while in other communities the child is referred to a medical clinic or health care agency for this service. Although it is encouraged to have a medical provider on site, CACs do not have to be the primary care provider. CACs must have protocols in place outlining the linkages to primary care and other needed healthcare services.

***C. Specialized medical evaluations are available and accessible to all CAC clients regardless of ability to pay.***

The cost of the medical evaluation is covered by public funds such as the New York State Forensic Payment Act for up to \$800.00. However, those who can pay or are insured may cover the cost of their own exam or apply for reimbursement through victim compensation. In either scenario, ability to pay should never be a factor in determining who is offered a medical evaluation.

***D. The MDT/CAC's written policies and procedures include access to appropriate medical evaluation and treatment for all CAC clients.***

Because medical evaluations are a critical component of a multidisciplinary CAC response, the MDT/CAC policies and procedures must detail how these services are accessed by its clients.

***E. The MDT/CAC's written policies and procedures must include:***

***The circumstances under which a medical evaluation is recommended;***

- All children who are suspected victims of child sexual abuse should be offered a medical evaluation. The timing and detail of the evaluation should be based on specific screening criteria developed by qualified medical provider(s) in conjunction with the MDT.

- The CAC should have protocols in place to identify those children in need of medical care for suspected or possible injury or illness resulting from the abuse or maltreatment or from unmet medical needs. The site <http://www.ChildAbuseMD.com> can assist with development of protocols.

***The purpose of the medical evaluation;***

Medical evaluations are more than evidence collection. They are complete medical exams that assess and address the medical needs of the child. This type of evaluation is necessary in order to:

- Determine whether or not the child is healthy
- Assess the medical needs of the child and to treat injuries, infections, and/or provide prophylaxis
- Assess safety and intervene to prevent further abuse or maltreatment
- Assess and address emotional, social, mental health, and developmental needs of the child and family
- Refer for medical, mental health, or social issues
- Capture spontaneous disclosures
- Decrease the likelihood of child's recantation by enhancing parental support and awareness
- Potentially increase the likelihood of perpetrator confession
- Document evaluation findings
- Collect forensic evidence.

***How the medical evaluation is made available;***

The MDT's written protocol or agreement must include qualified medical input to define the referral process and how, when, and where the exam results are made available.

***How medical emergency situations are addressed;***

A medically-based screening process will determine the need for an emergency evaluation. The timing, location, and provider of the medical evaluation should be chosen so that a skilled evaluation is conducted, acute injuries and/or other physical findings are documented photographically and in writing and, when indicated, trace evidence is collected and preserved.

Reasons for emergency evaluation include, but are not limited to:

- Medical intervention is needed emergently to protect the health and safety of the child;
- The alleged assault occurred within the previous 96 hours and there may be trace evidence that can be collected for later forensic analysis;
- The need for emergency contraception;
- The need for post-exposure prophylaxis for STI (sexually transmitted infections) including HIV;
- The child complains of pain in the genital or anal area;
- There is evidence or complaint of anogenital bleeding or injury; or

- The child is experiencing significant behavioral or emotional problems and needs evaluation for possible suicidal ideation/plan.

For information on triage for the medical examination, see the New York State Department of Health document *New York State Collaborative Efforts in Medical Evaluations of Child and Adolescent Sexual Offense: Triage*, <http://champprogram.com/pdf/07-0402-Triage.pdf>. Complete information is available at <http://childabusemd.com/triage/triage-overview.shtml>.

#### ***How multiple medical evaluations are limited;***

Every effort should be made to avoid multiple medical evaluations. This is accomplished by identifying the best location and timing for the evaluation. This often requires initial conversations with emergency departments and primary care providers to develop a process for referral to the specialized MDT medical provider as defined by the needs of the child. In addition, exams should be performed by experienced examiners and photo-documented to minimize repeat examinations.

#### ***How medical care is documented;***

All medical records are also legal documents. The medical history and physical examination findings must be carefully and thoroughly documented in the medical record. Diagnostic quality photographic documentation using still and/or video documentation of examination findings is the standard of care, and is particularly important if the examination findings are thought to be abnormal. Photographic documentation allows for peer review, for obtaining an expert or second opinion, and may also obviate the need for a repeat examination of the child. It is recommended that all medical providers receive training through the CHAMP program and utilize its resources for peer review and recommendations for documentation and photographs.

Detailing procedures for the documentation and preservation of evidence (labeling, processing and storing) in written protocols and agreements can help to maintain the quality and consistency of medical evaluations. Such protocols can also serve as a "checklist" and training document for new examiners. The New York State Department of Health has forms for recording findings of a sexual assault exam and guidelines for the preservation of evidence

[http://www.health.state.ny.us/professionals/protocols\\_and\\_guidelines/sexual\\_assault/](http://www.health.state.ny.us/professionals/protocols_and_guidelines/sexual_assault/). In addition, a full explanation of the needs for documentation as well as the process can be found at <http://childabusemd.com/documentation/documentation-overview.shtml>.

Further information on photographic documentation is available as a practice recommendation at <http://champprogram.com/pdf/photo-documentation-may-15-2008.pdf>.

#### ***How the medical evaluation is coordinated with the MDT in order to avoid duplication of interviewing and history taking;***

Coordination with the MDT is important both in reducing duplicative interviewing and utilizing information from the medical evaluation to arrange appropriate follow-up treatment and referrals, often coordinated by other MDT members.

Medical diagnosis and treatment of child abuse includes obtaining a medical history. Information needs to be gathered from the parent or other caretakers as well as from the child regarding past medical history and signs or symptoms that may be relevant to the medical assessment.

***Procedures are in place for medical intervention in cases of suspected physical abuse and maltreatment, if applicable.***

Many CACs provide medical evaluation of child physical abuse and maltreatment in addition to sexual abuse. These CACs must have written protocols and agreements for all types of medical evaluations performed. CACs that provide medical evaluations for sexual abuse but not specifically for physical abuse need written procedures for medical intervention when there are also physical injuries, including how to obtain treatment for injuries and the management of emergency or life-threatening conditions that may become evident during a sexual assault exam.

***F. The MDT and/or CAC provide opportunities for those who conduct medical evaluations to participate in ongoing training and peer review.***

The medical provider(s) should be familiar and keep up-to-date with published research studies on findings in abused and non-abused children, sexual transmission of infections in children, and current medical guidelines and recommendations from national professional organizations such as the American Academy of Pediatrics Committee on Child Abuse and Neglect and the Centers for Disease Control and Prevention.

The provider should have a system in place so that consultation with an established expert or experts in sexual abuse medical evaluation is available when a second opinion is needed regarding a case in which physical or laboratory findings are believed to be abnormal. An advanced medical consultant is generally accepted to be a physician or Nurse Practitioner who has considerable experience in the medical evaluation of children suspected of being abused and is involved in scholarly pursuits which may include conducting research studies, publishing books or book chapters on the topic, and speaking at regional or national conferences on topics of medical evaluation of children with suspected abuse. For more information on expert qualifications in child abuse, see <http://champprogram.com/who-is-a-child-abuse-expert.shtml>.

Maintenance of clinical expertise must be demonstrated through the following continuous quality improvement activities:

- Ongoing education in the field of child sexual abuse consisting of a minimum of 6 credit hours per every 2 years of CEU/CME credits.
- Speaking at a conference on the topic of child abuse may be substituted for participation/attendance at conferences.
- Participation in an organized peer review process for education purposes. In addition, real-time review of all exams with positive findings is strongly encouraged.

***G. MDT members and CAC staff are trained regarding the purpose and nature of the evaluation and can educate clients and/or non-offending caregivers regarding the medical evaluation.***

The medical evaluation often raises significant anxiety for children and their families, usually due to misconceptions about how the exam is conducted and what findings, or lack of findings,

mean. In many CAC settings, the client is introduced to the exam by non-medical personnel. Therefore, it is essential for MDT members and CAC staff to be trained about the nature and purpose of a medical evaluation so that they can competently respond to common questions, concerns and misconceptions.

***H. Findings of the medical evaluation are shared with the MDT in a routine and timely manner.***

Because the medical evaluation is an important part of the response to suspected child abuse and maltreatment, findings of the medical evaluation should be shared with and explained to the MDT in a routine and timely manner so that case decisions can be made effectively. The duty to report findings of suspected child abuse and maltreatment to the mandated agencies is an exception to HIPAA privacy requirements, which also allows for ongoing communication concerning medical issues related to child abuse and maltreatment where permitted by State law. Social Services Law §§ 423(6) and 423-a(5) allow this sharing or disclosure of information among team members and between the CAC staff and the MDT members.



## MENTAL HEALTH

**STANDARD:** SPECIALIZED TRAUMA-FOCUSED MENTAL HEALTH SERVICES, DESIGNED TO MEET THE UNIQUE NEEDS OF THE CHILDREN AND NON-OFFENDING FAMILY MEMBERS, ARE ROUTINELY MADE AVAILABLE AS PART OF THE MULTIDISCIPLINARY TEAM RESPONSE.

### Rationale

Child Advocacy Centers have as their missions: protection of the child, justice and healing. Healing may begin with the first contact with the MDT, whose common focus is on minimizing potential trauma to children. Without effective therapeutic intervention, many traumatized children will suffer long term adverse social, emotional, and developmental outcomes that may impact them throughout their lifetimes. Today we have evidenced-based treatments and other practices with strong empirical support that can both reduce the impacts of trauma and the risk of future abuse and maltreatment. For these reasons, an MDT response must include trauma assessment and specialized trauma-focused mental health services for child victims and non-offending family members.

Family members are often the key to the child's recovery and ongoing protection. Their mental health is often an important factor in their capacity to support the child. Therefore, family members may benefit from counseling and support to address the emotional impact of the abuse or maltreatment allegations, reduce or eliminate the risk of future abuse and maltreatment, and address issues which the allegation may trigger. Mental health treatment for non-offending parents or guardians, many of whom have victimization histories themselves, may focus on support and coping strategies for themselves and their child, information about sexual abuse, dealing with issues of self-blame and grief, family dynamics, parenting education and abuse and trauma histories. Siblings and other children may also benefit from opportunities to discuss their own reactions and experiences and to address family issues within a confidential therapeutic relationship.

### Criteria

***A. Mental health services are provided by professionals with pediatric experience and child abuse expertise.***

The CAC must demonstrate that its mental health provider meets at least ONE of the following training standards:

- Have a Masters Degree in Social Work or a related mental health field
- Licensed/certified or supervised by a licensed mental health professional
- A training plan for 40 contact hours of specialized, trauma-focused mental health training, clinical consultation, clinical supervision, peer supervision, and/or mentoring

within the first 6 months of involvement with MDT/CAC (or demonstrated relevant experience prior to association)

***B. Specialized trauma-focused mental health services for the child client are routinely made available on-site or through linkage agreements with other appropriate agencies or providers.***

Specialized trauma-focused mental health services for the child victim(s) include:

- crisis intervention services
- trauma-specific assessment including full trauma history
- use of standardized measures (assessment tools) initially and periodically
- family/caregiver engagement
- individualized treatment plan that is periodically re-assessed
- individualized evidence-informed treatment appropriate for the children and family
- referral to other community services as needed
- clinical supervision

The above description of services should guide discussions with all professionals who may provide mental health services. This will allow for appropriate services to be available for child clients and that the services are outlined in linkage agreements.

***C. Mental health services are available and accessible to all CAC clients regardless of ability to pay.***

CAC's have a responsibility to identify and secure a variety of funding sources that allow all children to have access to appropriate mental health services. Ability to pay should never be a factor in the accessibility to mental health services.

***D. The MDT/CAC's written policies and procedures include access to appropriate mental health evaluation and treatment for all CAC clients.***

Because mental health is a crucial and core component of an MDT response, the MDT/CAC's written policies and procedures must detail how such care may be accessed by the child victims and non-offending family members.

***E. The MDT/CAC's written policies and procedures include:***

- ***the role of the mental health professional on the MDT including provisions for attendance at case review;***

The MDT/CAC's written policies and procedures clearly delineate the role and responsibilities of the mental health professional. A trained mental health professional participates in case review so that children's treatment needs can be assessed and the child's mental health can be monitored and taken into account as the MDT makes decisions. In some CACs, this may be the child's treatment provider; in others, it may be a mental health consultant.

- ***provisions regarding sharing relevant information with the MDT while protecting the clients' right to confidentiality***

The MDT/CAC's written policies and procedures include provisions about how mental health information is shared and how client confidentiality and mental health records are protected.

- ***how the forensic process is separate from mental health treatment***

The forensic process of gathering evidentiary information and determining what the child may have experienced to account for the allegation is separate from mental health treatment. Mental health treatment is a clinical process designed to assess and mitigate the long term adverse impacts of trauma or other diagnosable mental health conditions. Every effort must be made to maintain clear boundaries between these roles and processes.

***F. The MDT and/or CAC provide opportunities for those who provide mental health services to participate in ongoing training and peer review.***

In addition, there must be demonstration of the following continuous quality enhancement Activities:

- Ongoing education in the field of child abuse consisting of a minimum of 7 contact hours per year

***G. Mental health services for non-offending family members and/or caregivers are routinely made available on-site or through linkage agreements with other appropriate agencies or providers.***

Mental health services for non-offending family members and/or caregivers include screening, assessment, and treatment on-site or by referral. It is important to consider the range of mental health issues that could impact the child's recovery or safety with particular attention to the caregiver's mental health, substance abuse, domestic violence, and other trauma history. Family members may benefit from assessment, support, and mental health treatment to address the emotional impact of abuse allegations, reduce or eliminate the risk of future abuse, and address issues which the allegations may trigger. Siblings and other children may also benefit from opportunities to discuss their own reactions and experiences and to address family issues within a confidential therapeutic relationship.

## VICTIM SUPPORT AND ADVOCACY

**STANDARD:** VICTIM SUPPORT AND ADVOCACY SERVICES ARE ROUTINELY MADE AVAILABLE TO ALL CAC CLIENTS AND THEIR NONOFFENDING FAMILY MEMBERS AS PART OF THE MULTIDISCIPLINARY TEAM RESPONSE.

### Rationale

The focus of victim support and advocacy is to help reduce trauma for the child and non-offending family members and provide guidance and support throughout the process. Coordinated victim advocacy services encourage access to and participation in investigation, prosecution, treatment and support services and thus are a necessary component in the MDT's response. Up-to-date information and ongoing support is critical to a child and family's comfort and ability to participate in intervention and treatment.

The victim support and advocacy functions may be filled in a number of ways consistent with victims' rights legislation and the complement of services available in the county served by the CAC. Many members of the MDT may serve as an advocate for a child within their discipline system; however, victim-centered advocacy coordinates services to provide a consistent and comprehensive network of support for the child and family.

Children and families in crisis need assistance in navigating through the response of government and social services systems to the alleged abuse or maltreatment. While more than one person may perform victim advocacy functions at different points in time, coordination that allows continuity and consistency is the responsibility of the CAC and must be defined in the MDT/CAC's written policies and procedures. CACs may have staff who perform advocacy functions. CACs may link with local community advocates (e.g., advocates for victims of domestic violence, rape crisis counselors, Court Appointed Special Advocates), and/or system-based advocates (e.g., victim witness coordinators, law enforcement victims' advocates). Some CACs both employ and link with such advocates.

Victim support and advocacy may include but is not limited to:

- crisis intervention and support at all stages of investigation and prosecution
- attendance and/or coordination of interviews and/or case review
- greeting and orientation of children to the CAC
- provision of education about the coordinated, multidisciplinary response
- providing updates to the family on case status, continuances, dispositions, sentencing, and offender release from custody
- assessment of the child's/family's attitudes and feelings about participation in the investigation/prosecution
- provision of court education/support/accompaniment
- providing tours of the courthouse/courtroom
- securing transportation to interviews, court, treatment and other case-related meetings

- assistance in procuring fundamental services (housing, protective orders, domestic violence intervention, food, crime victims compensation, transportation, public assistance, etc.)
- providing referrals for mental health and medical treatment, if not provided at the CAC.

### **Criteria**

#### ***A. Crisis intervention and ongoing support services are routinely made available for children and their non-offending family members on-site or through linkage agreements with other appropriate agencies or providers.***

Children and families need support in navigating the various systems they encounter which may be unfamiliar to them. Crisis intervention, assessment and support services help to assess the child and family's needs; reduce fear and anxiety; and expedite access to appropriate services. Families can be assisted through the cycles of crisis management, problem solving, treatment stabilization, and maintenance. This cycle may be repeated as precipitating events occur, such as financial hardships, child placement, arrest, and change/delay in court proceedings. Children may experience crisis and trauma, including suicidal ideation, at unanticipated times. Many CACs provide some of these services through support groups for children and their non-offending family members and/or provide access to mental health services through linkage agreements with other community agencies or providers.

#### ***B. Education regarding the dynamics of abuse, the coordinated multidisciplinary response, treatment, and access to services is routinely available for children and their non-offending family members.***

Most families have not been involved in an MDT response. In the aftermath of victimization, the child and family may feel a loss of control; education provides information that is empowering. Education must be an ongoing process because families may not be able to process all information at one time and their needs change over time. They are often in crisis, may be dealing with immediate safety issues, and are coping with the emotional impact of the initial report/information and the ensuing process. As family needs and case dynamics change, these changes must be assessed so that additional relevant information and services can be offered.

#### ***C. Information regarding the rights of a crime victim is routinely available to children and their non-offending family members and is consistent with legal, ethical and professional standards of practice.***

State and federal laws require that victims of crime, including crimes based on child abuse, be informed regarding their rights as a crime victim, including information about crime victims' compensation. Non-offending family members who are affected by the crime may also be entitled to services. Generally, children and their families will be unfamiliar with their rights. Therefore, information regarding the rights and services to which they are entitled should be routinely and repeatedly explained as necessary and made available to all children and their non-offending caregivers.

#### ***D. The CAC's written policies and procedures include availability of victim support and advocacy services for all CAC clients.***

Because victim support/advocacy is a crucial function of the CAC response, the availability and provision of victim support and advocacy must be included in the MDT/CAC's written policies and procedures. The manner in which services are coordinated must be clearly defined.

***E. A designated, trained individual(s) provides comprehensive, coordinated victim support and advocacy services including, but not limited to:***

- information regarding dynamics of abuse and the coordinated multidisciplinary response;
- updates on case status;
- assistance in accessing/obtaining victims rights as outlined by law;
- court education, support and accompaniment; and
- assistance with access to treatment and other services such as protective orders, housing, public assistance, domestic violence intervention and transportation.

Victim support and advocacy is integral and fundamental to the MDT response. The support/advocacy function may be filled by a designated victim advocate or by another member of the MDT. Regardless of the CAC's model, appropriately trained individual(s) must be identified to fulfill these responsibilities.

***F. Procedures are in place to provide initial and on-going support and advocacy with the child and non-offending family members, as necessary.***

The critical role of the victim advocate is to educate clients, help them anticipate possible stressors, provide accurate, up-to-date information, and provide continued access to their rights and services. This process should be articulated in the CAC's written policies and procedures so that all MDT members have an understanding as to how these services are provided and by whom, throughout the course of the case.

## CASE REVIEW

**STANDARD:** A FORMAL PROCESS IN WHICH MULTIDISCIPLINARY DISCUSSION AND INFORMATION SHARING REGARDING THE INVESTIGATION, CASE STATUS AND SERVICES NEEDED BY THE CHILD AND FAMILY IS TO OCCUR ON A ROUTINE BASIS.

### Rationale

Case review is the formal process which enables the MDT to monitor and assess its effectiveness - independently and collectively – in providing for the safety and well being of children and families. It is intended to monitor current cases and is not meant as a retrospective case study.

This is a formal process by which knowledge, experience and expertise of MDT members is shared so that informed decisions can be made, collaborative efforts are nurtured, formal and informal communication is promoted, and mutual support is provided. Case review should occur no less than once a month and also allow for additional brief case updates as needed. Case review encourages mutual accountability and helps to determine whether the children's needs are met sensitively, effectively and in a timely manner. Case review is not meant to pre-empt ongoing investigative discussions, i.e. case conferencing. Case review is also an opportunity for MDT members to raise and discuss the complex issues surrounding child abuse and maltreatment.

Ongoing investigative discussions (case conferences) include communication between MDT members regarding such activities as background information, logistics and next steps. Ongoing discussions are not meant to take the place of formal case reviews. Case conferencing includes meeting(s) between specific team members involved with the investigation of specific cases. These meetings may be necessary due to the circumstances of the case and the time until the next case review meeting.

Case review meetings are regularly scheduled meetings of all required MDT member representatives. Case reviews may involve more lengthy discussions of difficult cases. In order to maintain the integrity of the case review process, the CAC coordinator must assess cases to determine the amount of time required to provide input from all relevant disciplines.

Review of MDT policies, practices and team issues are not appropriate topics for case review meetings. These topics should be addressed at separate administrative meetings or at MDT systemic meetings held on the same day as case review.

Every CAC must have a process for reviewing cases. Depending on the size of the CAC's jurisdiction or caseload, the method/timing of case review may vary to fit the unique CAC community. However, there should be some level of review of all cases. Cases involved with prosecution require consultation with the District Attorney. Complex or problematic cases often

require more time. Representatives from each required discipline must attend and/or provide input at case review. State and federal law permits information sharing among MDT members, including during case conferencing and case review.

In addition to case reviews and case conferencing, it is recommended that the administrative leadership of each MDT agency meet at least annually to assess policies, practices and procedures for the optimal functioning of the CAC.

### **Criteria**

#### ***A. The MDT/CAC's written policies and procedures include criteria for case review and case review procedures.***

To maximize efficiency and to enhance the quality of case reviews, the MDT/CAC's written policies and procedures should clearly define the process.

The MDT/CAC's written policies and procedures must include:

- frequency of meetings;
- designated attendees;
- case selection criteria, if looking at cases other than sexual abuse, fatalities or physical abuse;
- designated facilitator and/or coordinator;
- mechanism for distribution of agenda and/or notification of cases to be discussed;
- procedures for follow-up recommendations to be addressed; and
- location of the meeting.

#### ***B. A forum for the purpose of reviewing cases is conducted on a regularly scheduled basis.***

Case review affords the MDT/CAC the opportunity to review active/current cases, provide updated case information, and coordinate interventions. It is a planned meeting of all involved MDT partners and occurs not less than once a month. Case review is in addition to ongoing investigative discussions and case conferencing.

#### ***C. Case review is an informed decision making process with input from all necessary MDT members based on the needs of the case.***

In order to make informed case decisions, essential information and professional expertise are required from all disciplines. This means that decisions are made with as much information as available, interventions receive the support of all involved professionals (or provides an opportunity for discussion if dissention exists), efforts are coordinated and non-duplicative, and all aspects of the case are covered. No one discipline should dominate the discussion, but rather all relevant team members need to have a chance to adequately address their specific case interventions, questions, concerns and outcomes.

Generally, the case review process may:

- review interview outcomes;



- discuss, plan and monitor the progress of the investigation;
- review medical evaluations;
- discuss child protection and other safety issues;
- provide input for prosecution and sentencing decisions;
- discuss emotional support and treatment needs of the child and non-offending family members, and strategies for meeting those needs;
- assess the family's reactions and response to the child's disclosure and involvement in the criminal justice/child protection systems;
- review criminal and Family Court disposition;
- make provisions for court education and court support; and
- discuss cross-cultural issues relevant to the case.

***D. A designated individual coordinates and facilitates the case review process, including notification of cases that will be reviewed.***

Proper triage, including the planning, preparation and notification of cases to be reviewed, maximizes the quality of the discussions and decision making. A process for identifying and adding cases to the agenda must be articulated and understood by all MDT members, particularly when there is high volume of cases handled by the MDT. The skill with which case review meetings are facilitated directly impacts on the success of the case review process and team functioning. The person designated to lead and facilitate the meetings should have training and/or experience in facilitation.

***E. Representatives routinely participating in case review include, at a minimum:***

- child protective services
- law enforcement
- district attorney's office
- medical professional
- mental health professional
- victim advocacy and
- Child Advocacy Center

Full MDT representation at case review promotes an informed process through the contributions of diverse professional perspectives. Case review should be attended by the identified agency representatives capable of participating on behalf of their specific profession. CACs should establish policies regarding those required to attend case reviews and identify a means of communicating with MDT members who cannot regularly attend. All those participating should be familiar with the MDT/CAC process as well as purpose and expectations of case review.

***F. Recommendations from case review are communicated to appropriate parties for implementation.***

Appropriate follow-up on, and communication of, recommendations from the case review allow for pertinent information derived from the case review to be shared promptly and given to responsible parties. The MDT/CAC should have a process to communicate recommendations or CAC/MDT decisions from the case review to the appropriate agencies or individuals for implementation.

***G. Case review meetings are utilized as an opportunity for MDT members to increase understanding of the complexity of child abuse and maltreatment cases.***

CACs must strive to create an environment where complex issues can be raised and discussed. Case review and/or conferencing should provide an opportunity for MDT members to increase their knowledge of the dynamics of child abuse and maltreatment cases. Discussions may include, but not be limited to, relevant theories; research; agency interventions, limitations, or service gaps; issues of family dynamics; developmental and/or emotional disabilities; parenting styles and child-rearing practices; gender roles; religious beliefs; socioeconomic; and cultural dynamics and behaviors.

## CASE TRACKING

**STANDARD: CHILD ADVOCACY CENTERS MUST DEVELOP AND IMPLEMENT A SYSTEM FOR MONITORING CASE PROGRESS AND TRACKING CASE OUTCOMES FOR ALL MDT COMPONENTS.**

### Rationale

Case tracking is an important component of a CAC. "Case tracking" refers to a systematic method in which specific data is routinely collected on each case served by the CAC. New York State Child Advocacy Center Data Collection software, and follow-up technical assistance, is available at no cost to all MDT/CAC programs from the Child Advocacy Resource and Consultation Center (CARCC). Alternatively, the National Children's Alliance (NCA) has a tracking system called NCATrak that may be purchased. The NCATrak requires direct input from each of the MDT member agencies. All OCFS-funded Tier I and II MDT/CAC Programs are required to submit required NCA data to OCFS, or its designee, on a bi-annual basis. All MDT/CAC programs are encouraged to collect data that accurately represents the demographics and services provided by the CAC.

The data elements tracked by the New York State OCFS system and NCA system are comparable, regardless of which tracking system is used. Additional information is encouraged but not required. Such information may be used for program evaluation (i.e., identifying areas for continuous quality improvement, ongoing case progress and outcomes); generating statistical reports; and accurately informing children and families about the current status and disposition of their cases.

There are additional reasons for establishing a case tracking system. One is the usefulness and ease of access to data that is frequently requested for grants and other reporting purposes. When collected across programs, data can be used to assemble local, regional, statewide and national statistics that are useful for advocacy, research and legislative purposes in the field of child abuse and maltreatment. Each CAC needs to determine the type of case tracking system that will suit its needs. However, the NYS Child Advocacy Data Collection software will be made available at no cost to the CAC. If another system is used, case tracking must be compliant with all applicable privacy and confidentiality requirements.

### Criteria

**A. The CAC/MDT's written policies and procedures include tracking case information until final disposition.**

Case tracking provides a mechanism for monitoring case progress throughout the multidisciplinary interagency response. Individual MDT members may have their own systems to collect their own agency data, and the MDT response provides a mechanism for effectively sharing of this information to better inform decision making. The MDT/CAC's protocol must include a process for case tracking.

***B. The CAC tracks data and minimally is able to retrieve NCA Statistical Information.***

CACs are required to collect and demonstrate the ability to retrieve case specific information for all CAC clients. This includes basic demographic information, services provided and outcome information from MDT partner agencies.

Statistical information minimally includes the following data:

- demographic information about the child and family;
- demographic information about the alleged offender;
- type(s) of abuse and/or maltreatment ;
- relationship of alleged offender to child;
- number of alleged victims interviewed at the CAC;
- MDT involvement and outcomes;
- charges filed and case disposition in criminal court;
- child protection outcomes; and
- status/outcome of medical and mental health referrals.

***C. An individual is identified to implement the case tracking process.***

Case tracking is an important function of the CAC and can be a time-consuming task depending on case volume. To the extent possible within budget appropriations, OCFS funding will be made available to programs to assist in this process. Accuracy is important and for this reason, an individual needs to be identified to implement and/or oversee the case tracking process. Some CACs define case tracking as part of the MDT coordinator's or case manager's job. Some dedicate a position, part or fulltime, for data collection and database maintenance or assign the responsibility to an administrative assistant. Other programs utilize trained volunteers (who have signed confidentiality agreements) to input data.

***D. All MDT partner agencies provide their specific case information and disposition.***

An accurate, comprehensive case tracking system is only possible when all MDT members support the need to submit data in a thorough and timely fashion. Codifying case tracking procedures in the CAC's written policies and procedures underscores its importance and helps to provide accountability in this area.

***E. MDT partner agencies have access to case information as defined by the CAC/MDT's written policies and procedures.***

Because case data may be useful to MDT members for a variety of purposes, it is important that they have access to aggregate and/or specific case information. Centers must develop policies regarding how this data may be released to MDT member agencies.

## Appendix M/WBE

### **Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures**

July 2012

#### **I. General Provisions**

- a. The Office of Children and Family Services ("OCFS") is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value: **1)** in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing **or;** **2)** in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject Contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State OCFS, to fully comply and cooperate with OCFS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified Minority and Women-Owned Business Enterprises ("MWBE"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- c. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- d. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VIII of this Appendix, or enforcement proceedings as allowed by the Contract.

#### **II. Contract Goals**

- a. For purposes of this Contract, OCFS hereby establishes an overall goal of 22.5% for MWBE participation, 9.5% for Minority-Owned Business Enterprises ("MBE") participation and 13% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II.a. hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:  
<http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (DMWBD) to discuss additional methods of maximizing participation by MWBEs on the Contract. DMWBD contact numbers: (518) 292-5250; (212) 803-2414; or (716) 846-8200.

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

### III. Equal Employment Opportunity (EEO)

#### OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement

- a. Contractor agrees to be bound by and comply with the provisions of Article 15-A and the MWBE Regulations promulgated by the DMWBD. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

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

- b. Contractor and Subcontractors shall undertake or continue existing Equal Employment Opportunity (EEO) programs to ensure that minority group members and women are afforded employment opportunities without discrimination because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- c. The Contractor shall submit an EEO Policy Statement to OCFS within 3 (three) business days after the notice of award by OCFS to the Contractor.
- d. If Contractor or Subcontractor does not have an existing EEO Policy Statement, OCFS may provide a model Policy Statement OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement
- e. The Contractor's EEO Policy Statement shall include the following language:
  - i. The Contractor and/or Subcontractor will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - ii. The Contractor and/or Subcontractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

- iii. The Contractor and/or Subcontractor 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 (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- iv. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- v. The Contractor and/or Subcontractor will include the above-noted language provisions outlined in numbers i. through iv., which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements in the language will be binding upon each subcontractor as to work in connection with the Contract.

#### **IV. Project Staffing Plan Form**

##### OCFS-4629 - Project Staffing Plan Form

- a. To ensure compliance with the Equal Employment Opportunity (EEO) Section above, the Contractor shall submit a Project Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal.
- b. Once a contract has been awarded, and during the term of Contract, Contractor will, on a quarterly basis, submit to OCFS any modifications or changes to the Project Staffing Plan Form. The Contractor's Project Staffing Plan Form will only include workforce data for staff utilized on the prime contract, and should not include data on staff performing work under any subcontracts. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Project Staffing Form and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Project Staffing Form and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

#### **V. Subcontracting/Suppliers Utilization Form**

##### OCFS-4631 – Subcontracting/Suppliers Utilization Form

- a. The Contractor represents and warrants that Contractor has submitted a Subcontracting/Supplier Utilization Form prior to the execution of the contract.

- b. Contractor agrees to use such Subcontracting/Supplier Utilization Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II.a. of this Appendix.
- c. Contractor further agrees that failure to submit and/or use such Subcontracting/Suppliers Utilization Form may constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OCFS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

## **VI. MWBE Subcontractors & Suppliers Letter of Intent to Participate Forms**

### OCFS-4630 - Subcontractors and Suppliers Letter of Intent to Participate Form

The OCFS-4630 Subcontractor and Suppliers Letter of Intent to Participate Form is to be completed by the proposed MWBE Subcontractor/Supplier. It is to be submitted prior to the execution of the contract, attached to the OCFS-4631 Subcontracting/Suppliers Utilization Form, for each certified Minority or Women-Owned Business Enterprise the Bidder proposes to utilize as subcontractors, service providers or suppliers. If the MBE or WBE proposed for a portion of this Contract is a part of a joint venture or other temporarily-formed business arrangement, the name and address of the joint venture or the temporarily formed business entity should be indicated.

## **VII. Waivers**

### OCFS-4442 - M/WBE Request for Waiver Form

For Waiver Requests, Contractor should use the OCFS-4442 MWBE Request for Waiver Form.

- a. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit an OCFS-4442 MWBE Request for Waiver Form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, OCFS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- b. If OCFS, upon review of the OCFS-4631 Subcontracting/Suppliers Utilization Form and updated OCFS-4441 MWBE Quarterly Reports, determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, OCFS may issue a Notice of Deficiency to the Contractor. The Contractor must respond to the Notice of Deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## **VIII. MWBE Quarterly Report**

### OCFS-4441 - M/WBE Quarterly Report Form

Contractor is required to submit an MWBE Quarterly Report to OCFS with 10 days following the end of each applicable reporting quarter over the term of the Contract, documenting the progress made towards achievement of the MWBE goals.

## **IX. Liquidated Damages - MWBE Participation**

- a. Where OCFS determines that the Contractor is not in compliance with the requirements of the Contract concerning participation by minority and women-owned business enterprises, and that



such failure to comply was willful and intentional, or that Contractor refused to comply with such requirements after being notified by OCFS of non-compliance with such requirements, Contractor shall be obligated to pay liquidated damages to OCFS.

- b. Such liquidated damages shall be calculated up to amount equaling the difference between:
  - i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the Contractor pay liquidated damages and the identified sums of liquidated damages has not been withheld by the OCFS from any payments due to the Contractor, the Contractor shall pay such liquidated damages as have not been withheld to the OCFS within sixty (60) days after the Contractor is notified by the OCFS that the Contractor is required to pay such damages unless, prior to the end of the sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development (Director) pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable within 30 days after issuance of Director's decision if the Director renders a decision in favor of the OCFS.

APPENDIX X

MODIFICATION AGREEMENT

Agency Code:            Contract No.            Period:            -

Funding Amount for Period \$

This contract is funded with non-Federal funds only

This contract is funded in whole or in part with Federal funds (see Appendix A3, paragraph 14 for Federal audit information))

OCFS has determined that the Contractor is NOT a subrecipient)

OCFS has determined that the Contractor is a subrecipient

The Federal Funds for this contract are from Catalogue of Federal Domestic Assistance (CFDA) Number(s):

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Children and Family Services, having its principal office at 52 Washington Street, Rensselaer, New York 12144 (hereinafter referred to as the STATE), and (hereinafter referred to as the CONTRACTOR), for modification of Contract Number , as amended in attached Appendix(ices)

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

## Oneida County Child Advocacy Center

Site: 930 York Street  
Utica, New York 13502

### Work Plan

The Oneida County Child Advocacy Center began as a task force in 1989; comprised of area law enforcement personnel and caseworkers from the Oneida County Department of Social Services that have been co-located from the onset. Child sexual abuse was recognized as a unique problem that needed a specialized response. Through the years this concept evolved to form a multidisciplinary team approach to these cases in what today is known as the Oneida County Child Advocacy Center (CAC). The CAC's mission has been enhanced to include joint investigations of serious physical abuse cases and other services to include victim advocacy, on site medical examinations, counseling for child victims and their non-offending family members, and participation on the Oneida County Child fatality Review Team. The CAC is available to respond 24 hours a day, 7 days a week; and, is fully staffed during the weekday business hours of 8.30 am to 4:30 pm. In 2011, the Child Advocacy Center serviced 1,116 cases and year to date in 2012 the CAC has serviced 742 cases. Unfortunately, the services provided at the CAC are increasing at an alarming rate.

As a tier 1 OCFS CAC, the Oneida County CAC was granted full membership in the National Children's Alliance in 1999. The CAC and its team members are recognized as model agency throughout the state and the country in the fight against child sexual abuse and serious child abuse through the multidisciplinary team approach. The CAC is continually searching for new ways and better methods in carrying out our mission. With the aid of grants and guidance by the New York State Office of Children and Family Services we continue to achieve new heights. The Oneida County CAC is a proud partner, and truly appreciates the vision that the NYSOCFS has held in an effort to combat child abuse and child sexual abuse.

This grant will address several issues now facing the CAC and its team. First, it supports the position of Director. This position will provide leadership, accountability and an open line of communication between the CAC and all of its' component agencies. The Administrative Assistant, Case Tracking Specialist, and Community Service Worker; the CAC will continue to efficiently input data and retrieve statistical data from the case tracking database. The person targeted to perform the position as specialist assisted in the development of the New York State Case Tracking Database. The Administrative Assistant, who is a former caseworker for the Department of Social Services and served as a Caseworker at the CAC, will continue to integrate her services by providing administrative assistance to CAC supervisors, clerical staff, caseworkers and investigators. She will also be responsible for preparing petitions for Family Court and the new combined court program, which combines Criminal and Family Court for certain CAC cases. This position will help enable caseworkers and investigators to spend more time conducting forensic interviews and investigations. The Community Service Worker will provide clerical support to the CAC and help maintain office functions. The provision for Child Sexual Abuse Advocates will allow for 24/7 availability that will accompany the children and their non-offending family members throughout the process from beginning to end; in an effort to provide a more complete investigation and reduce trauma to victims. The program will also work toward ensuring all child victims will be

assessed for the need of a medical exam; and when necessary, performed by a trained medical provider.

The CAC now has a 70 seat training center that has been utilized by a number of agencies, including local and federal law-enforcement, OCFS Regional Office, service providers, Internet Crimes Against Children, NCMEC, DSS, The Oneida County District Attorney's Office, and for trainings hosted by the CAC on the topic of child abuse.

This grant will enhance and maintain the daily functions needed to run the Oneida County Child Advocacy Center as a whole. The main objective for the program and what makes the Oneida County Child Advocacy Center an asset to the County is that all facets are centrally located in a child friendly site where children and their families receive coordinated services. The Center is home to the multidisciplinary team which provides on-site law-enforcement, Oneida County DSS Caseworkers, victim advocacy, scheduled medical examinations, counseling, preventive support, child fatality review and a state of the art training facility. The grant supports costs for the CAC Director, Case Tracking Specialist, Administrative Assistant, Community Service Worker and Child Advocates. This provides for CAC trained involvement in every case from the beginning; which is the most critical time for individuals who turn to the CAC for help. It is crucial that the victims have investigators that are familiar with the dynamics of sexual abuse, forensic interviewing and the multidisciplinary response. This ensures that they are capable of making informed decisions that positively impact cases, save time, provide consistency in response, and keep children in safe environments. The grant also supports the Center's staff mileage and vehicle leases that allows the Center to maintain the ability to transport victims and their non-offending families to and from the Center for services; including but not limited to advocacy and counseling which aid in the start of the healing process for these victims.

# 2012-2013 Performance Targets

*Oneida County Child Advocacy  
Site location: 930 York Street  
Utica, New York 13502*

## Performance Target #1

*The Oneida County Child Advocacy Center will increase the number of case reviews with all required disciplines present and review cases identified as sexual and/or serious physical abuse.*

<u>First Quarter Milestone(s)</u>	Date <u>10/1/12 – 12/31/12</u>	<u>Verification of Milestones</u>
1. Case review conducted		Meeting minutes/case tracking
<u>Second Quarter Milestone(s)</u>	Date <u>1/1/13 – 3/31/13</u>	
1. Case review conducted		Meeting minutes/case tracking
<u>Third Quarter Milestone(s)</u>	Date <u>4/1/13 – 6/30/13</u>	
1. Case review conducted		Meeting minutes/case tracking
<u>Fourth Quarter Milestone(s)</u>	Date <u>4/1/13 – 6/30/13</u>	
1. Case review conducted		Meeting minutes/case tracking

**Performance Target # 2**

*There will be a 50% increase in the number of child victims and their non-offending family members that receive services from a specialized victim advocate co-located at the Child Advocacy Center.*

First Quarter Milestone(s)      Date 10/1/12 – 12/31/12      Verification of Milestones  
1. Services of Advocate Utilized      Case Tracking

Second Quarter Milestone(s)      Date 1/1/13 – 3/31/13  
1. Services of Advocate Utilized      Case Tracking

Third Quarter Milestone(s)      Date 4/1/13 – 6/30/13  
1. Services of Advocate Utilized      Case Tracking

Fourth Quarter Milestone(s)      Date 4/1/13 – 6/30/13  
1. Services of Advocate Utilized      Case Tracking

**Performance Target #3**

*A Database Entry Clerk is contracted to maintain the Child Advocacy Center's records of all reports that we receive and the outcome of those investigations once they are completed.*

<u>First Quarter Milestone(s)</u> 1. Records logged in	Date <u>10/1/12 – 12/31/12</u>	<u>Verification of Milestones</u> Case Tracking
<u>Second Quarter Milestone(s)</u> 1. Records logged in	Date <u>1/1/13 – 3/31/13</u>	Case Tracking
<u>Third Quarter Milestone(s)</u> 1. Records logged in	Date <u>4/1/13 – 6/30/13</u>	Case Tracking
<u>Fourth Quarter Milestone(s)</u> 1. Records logged in	Date <u>4/1/13 – 6/30/13</u>	Case Tracking

**Performance Target #4**

*An Administrative Assistant is contracted to assist Child Protective Services Caseworkers in preparing the necessary court petitions and assist with data input.*

<u>First Quarter Milestone(s)</u> 1. Documents prepared	Date <u>10/1/12 – 12/31/12</u>	<u>Verification of Milestones</u> Case Tracking
<u>Second Quarter Milestone(s)</u> 1. Documents prepared	Date <u>1/1/13 – 3/31/13</u>	Case Tracking
<u>Third Quarter Milestone(s)</u> 1. Documents prepared	Date <u>4/1/13– 6/30/13</u>	Case Tracking
<u>Fourth Quarter Milestone(s)</u> 1. Documents prepared	Date <u>4/1/13 – 6/30/13</u>	Case Tracking



**Performance Target and Milestone #5**

*A Director is contracted for the administration and oversight of all operational aspects of the Child Advocacy Center. The Director is also a trained Forensic Interviewer.*

<u>First Quarter Milestone(s)</u> 1. Oversight Maintained	Date <u>10/1/12 – 12/31/12</u>	<u>Verification of Milestones</u> 1. Case tracking
<u>Second Quarter Milestone(s)</u> 1. Oversight Maintained	Date <u>1/1/13 – 3/31/13</u>	1. Case tracking
<u>Third Quarter Milestone(s)</u> 1. Oversight Maintained	Date <u>4/1/13– 6/30/13</u>	1. Case tracking
<u>Fourth Quarter Milestone(s)</u> 1. Oversight Maintained	Date <u>4/1/13 – 6/30/13</u>	1. Case tracking



David L. Mathis  
Director, Workforce Development

Anthony J. Picente, Jr.  
Oneida County Executive

September 26, 2012

FN 20 12-3486

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

HEALTH & HUMAN SERVICES

Dear County Executive Picente,

**WAYS & MEANS**

Attached for your approval are five (5) copies of an Agreement that has been reviewed and is recommended for your signature.

This Agreement is with the Mohawk Valley Community Action Agency to provide Oneida County with case management and counseling services for up to 50 WIA eligible ex-offender older youth. This program is known as *Second Start*.

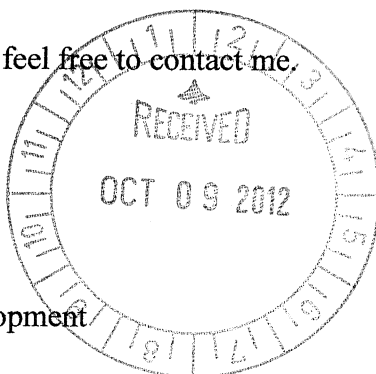
This Agreement will run from October 1, 2012 to June 30, 2013 and is for a total of \$86,845. It is completely funded under the Workforce Investment Act. As a result, no Oneida County tax dollars will be used to cover the costs of this Agreement. **Due to the amount of this Agreement, Board of Legislators' approval is required prior to your signature.**

Please sign and date the attached Agreements where clipped, and return them to Anthony Ricci of my staff (ext. 5908).

If you have any questions, please feel free to contact me.

Sincerely,

David Mathis, Director  
Oneida County Workforce Development



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

Anthony J. Picente, Jr.  
County Executive

Date 10/9/12

Oneida Co. Department: Workforce Development

Competing Proposal X  
Only Respondent  
Sole Source RFP

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization: Oneida County Workforce Development**

**Title of Activity or Service:** *Second Start for Older Youth*

**Proposed Dates of Operation:** *October 1, 2012 to June 30, 2013*

**Client Population/Number to Be Served:** *Fifty (50) youths ages 19-21 who are residents of Central or Western Oneida County, who have a current or past involvement with the criminal justice system, and who have not obtained a high school diploma or GED.*

**Summary Statements**

**1) Narrative Description of Proposed Services:** *Second Start's focus is to provide youths with work readiness skills and prepare them for employment and/or vocational training with a successful re- entry into the community. Second Start offers classes in basic life skills and employment techniques to youths. TABE (basic education) testing is given to youth enrollees to assess secondary education level. Individual case management and discharge planning is provided for post release, in addition to follow-up services to link youth to the community.*

**2) Program/Service Objectives and Outcomes:** *The goal of the program is to successfully enroll 50 youths into Workforce Investment Act (WIA) Youth Services. Thirty (30) youths will be enrolled in a GED Program or will have obtained a GED by programs end.*

**3) Program Design and Staffing:** *The Oneida County Second Start Older Youth Program is funded through the Workforce Investment Act (WIA), in partnership with Oneida County Workforce Development, Oneida county Sheriff's Office, and administered by Mohawk Valley Community Action Agency. The program is operated out of The Oneida County Correctional Facility and services are provided at the Oneida-Herkimer- Madison BOCES /Madison- Oneida-Herkimer BOCES, ACCESS Site- BOCES in Utica, as well as Working Solutions One Stop in Rome/Utica sites. The program is currently staffed by one (1) Program Manager*

**Total Funding Requested:** \$86,845

**Account #** J6300.495

**Oneida County Dept. Funding Recommendation:** *Workforce Development recommends funding this program.*

**Proposed Funding Sources (Federal \$/ State \$/ County \$:** *Federal WIA Youth Funding. No Oneida County Dollars are utilized to fund this program.*

**Cost per Client Serviced:** \$1,736.90, based on 50 enrollments.

**Past Performance Data:**

*During 2011-2012, Second Start provided the following sessions to enrolled youths:*

- *53 Enrolled in WIA Youth Services. (Program goal met to enroll 50 WIA Youths)*
- *5 WIA released youth completed on-line test and earned a National Work Readiness Certificate (WRC)- The online test is used to determine level of work readiness skills and demonstrates knowledge and skills to perform entry level work in four areas; Math, Reading, Listening and Situational Judgment skills.*
- *24 Participants attended an MVCC-sponsored session to gain an overview of college, and financial aid information for ex- offenders.*
- *29 Participants attended Anger Management classes held at the Oneida County Correctional Facility and earned a completion certificate.*
- *30 participants attended Employment Techniques classes, created resumes, developed goal action plans, learned interviewing techniques, and pre-employment skills. Students identified transferrable skills, career and educational choices, gained knowledge of anger management techniques and communication. Participants applied for and obtained birth certificates, social security cards, and (RAP) Record or Arrest and Prosecutions. All were TABE tested and were followed-up with GED status. Referrals and links into the community were made based on individual needs.*
- *11 participants have earned a GED from the BOCES GED Program and 35 are enrolled in a GED Program.*

**O.C. Department Staff Comments:** *The Second Start program has been an integral component of WIA Youth services in Oneida County since 2009.*

**HERKIMER-MADISON-ONEIDA CONSORTIUM  
WORKFORCE INVESTMENT ACT (WIA) PY 2012**

**MOHAWK VALLEY COMMUNITY ACTION AGENCY  
SECOND START-OLDER YOUTH TRAINING AND EMPLOYMENT PROGRAM**

**CONTRACT #: SST-12-02      FUNDING SOURCE: J6300.495**

This Agreement is by and between the

HERKIMER-MADISON-ONEIDA CONSORTIUM, a tri-county arrangement established by the counties of Herkimer, Madison and Oneida of the State of New York, with its administrative offices located at 209 Elizabeth Street, Utica, New York 13501, (hereinafter referred to as the Consortium), and the

MOHAWK VALLEY COMMUNITY ACTION AGENCY with its offices and principal place of business located at 9882 River Road, Utica, New York 13502 (hereinafter referred to as the Contractor).

**W I T N E S S E T H**

WHEREAS, the Consortium has entered into an Agreement with the Governor of the State of New York to implement an employment and training program in the Counties of Herkimer, Madison and Oneida, pursuant to the provisions of the Workforce Investment Act of 1998 (W.I.A.) (P.L. 95-220), and

WHEREAS, the Consortium desires to enter into an Agreement with the Contractor to assist the Consortium in performing the wide range of duties necessary to serve approximately 50 WIA-eligible older youth in this program,

NOW THEREFORE, the Contractor agrees to perform the functions set forth under the terms and conditions established in this Agreement under the authority and scope of the Workforce Investment Act, as follows:

1. TERM. The term of this Agreement shall commence on October 1, 2012 and expire on June 30, 2013.
2. THE WORK. The Contractor agrees to perform the activities described in the Program Narrative of this contract (Exhibit A), attached hereto and made a part of this Agreement.
3. COSTS.

A. The Consortium agrees to expend an amount up to, but not to exceed EIGHTY-SIX THOUSAND EIGHT HUNDRED FORTY-FIVE and 00/100 DOLLARS (\$86,845.00) to be paid to the Contractor for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary, Exhibit B. Payments from the Consortium to the Contractor in consideration of the Contractor's costs shall be made upon receipt of cost reports accompanying a standard voucher submitted each month to the Consortium.

B. It is understood and agreed that the Consortium will not be responsible for any costs incurred by the Contractor prior to the effective date or following the termination date of the Agreement.

C. Upon termination of this Agreement, and based upon a final statement of costs and performance, the Contractor will either refund to the Consortium any unencumbered monies in its possession, or if the total cost exceeds the amount advanced, the Contractor will submit a final bill for the amount due.

#### 4. MODIFICATIONS.

A. The Consortium reserves final decision-making authority over all proposed modifications, major or minor, to this contract. All modifications to the term, purpose, budget line expenditures or contract amount must be made by amendment to this contract and signed by both the Contractor and the Consortium.

B. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by New Federal and/or State Regulations.

#### 5. RECORDS AND REPORTING.

A. The Contractor shall keep a current and accurate record of all expenses, and shall bill the Consortium on a monthly basis for expenses incurred in the fulfillment of this Agreement. It is agreed by the Contractor that the Consortium's standard voucher will be submitted to the Consortium in duplicate, on a monthly basis, on or before the 10<sup>th</sup> day of the month for the expenditures incurred during the previous month.

B. The Contractor agrees to submit any and all claims for final payment to the Consortium no later than sixty (60) calendar days after the expiration of this Agreement. Any requests by the Contractor for payment under this Agreement which are received more than sixty (60) calendar days after the expiration of this Agreement shall be declared null and void by the Consortium and will not be honored for payment.

C. The Contractor shall also provide monthly reports to the Consortium administrative offices. These monthly reports shall include: participant characteristics -- both current for the calendar month and cumulative; a record of financial expenditures -- both current for the calendar month and cumulative; a record of planned expenditures for the coming month; and other pertinent program operation information. Monthly reports shall be submitted to the Consortium no later than the tenth (10<sup>th</sup>) calendar day following the close of the month.

#### 6. CONDITIONS.

A. The Contractor will abide by all applicable terms and conditions imposed and required by any Agreement between the Consortium and the Governor of the State of New York, especially the Consortium Local Workforce Investment Plan, and further will abide by all subsequent revisions and modifications, as published, to set forth administrative and statutory changes imposed on it by the State of New York or the Consortium.

B. The State of New York, represented by the Governor, is not a party hereto and no legal liability on the part of the State is implied under the terms and conditions of this subcontract; any liabilities, legal actions, or disputes as may arise under this subcontract are between the parties hereto.

C. Officers, agents, directors and employees of the Contractor covenant and agree that they will conduct themselves consistent with such status: that they will neither hold themselves out as, nor claim to be, officers or employees of the Consortium or its agents, and they will not by reason thereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the Consortium or its agents, including, but not limited to Worker's Compensation coverage, insurance benefits, Social Security coverage or retirement membership or credit.

D. Further, the Contractor shall comply with all Federal, State and local Regulations relative to the performance of this Agreement, shall relieve the Consortium, its agents, officers and employees from liability for consequent damages to life or property caused as a result of damage, injury or other action by the Contractor, direct or indirect, and shall indemnify and save harmless the Consortium, its agents, officers and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or including damages to life or property caused as a result of damage, injury, or other action by the Contractor, direct or indirect. The Contractor shall indemnify and save harmless the Consortium, its agents, officers, and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons, and/or for all property damages of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of services provided for in this Agreement, or by or on account of any direct or indirect act or omission of the Contractor, its agents, or its employees.

7. ANTIDISCRIMINATION. Section 188 of the Workforce Investment Act of 1998 (WIA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program activity. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under W.I.A.

8. RESERVATION. All powers not explicitly vested in the Contractor by this Agreement remain with the Consortium.

9. DISPUTES. In the event a dispute arises concerning any portion of this Agreement or the performance related thereto between the Consortium and the Contractor, it is agreed that a reasonable effort will be made to resolve the dispute through administrative means and negotiations. It is further understood and agreed that any and all Federal, State and local laws pertaining to the resolution of disputes resulting from the performance of this Agreement shall apply.

10. ADMINISTRATIVE AND MANAGEMENT CONTROLS. The statement of Administrative and Management Controls (Exhibit C) is attached and made a part hereof.

11. ASSURANCES AND CERTIFICATIONS. The statement of Assurances and Certifications (Exhibit D) is attached and made a part hereof.

12. TERMINATION.

A. Either the Consortium or the Contractor may terminate this Agreement without penalty upon two weeks written notice of its intention to terminate, including a statement of specific grounds for the request for termination. The Consortium is subject to compliance with the applicable rules and regulations of the State of New York, as the same applies to any work to be performed under this Agreement. Any termination is subject to the payment to the Contractor of all reasonable costs expended to date of termination, or refund by the Contractor of unexpended and uncommitted funds advanced to the Contractor.

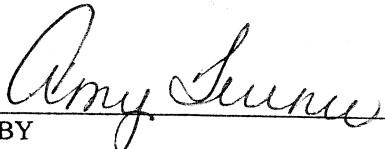
B. In the event that the State of New York terminates its Agreement with the Consortium, or imposes restrictions in funding or a freeze of operations, the Consortium shall be entitled to a waiver of the two-week notice requirement discussed in Section 12.A, and shall immediately notify the Contractor in writing of such action. Upon receipt of such notice, the Contractor shall immediately comply with and implement such Consortium direction.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the parties hereto have caused this Agreement to be executed by their duly authorized agents.

For the Herkimer-Madison-Oneida Consortium

For the Contractor:

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

  
\_\_\_\_\_  
BY  
Amy Turner C.C.A.P., Executive Director

\_\_\_\_\_  
DATE

10/1/12  
\_\_\_\_\_  
DATE

Approved As To Form  
ONEIDA COUNTY ATTORNEY BY \_\_\_\_\_

EXHIBIT A  
PROGRAM NARRATIVE

The Consortium, with the assistance of the Mohawk Valley Community Action Agency will provide services to up to 50 WIA-eligible older youth. This agreement will allow for the continued employment of three full time Second Start staff (One Program Manager and Two Second Start Counselors/Life Skills Instructors) to continue to provide services in Oneida County. This program, which is funded under the Workforce Investment Act, will allow for the provision of a wide array of services including training, education, job search and placement. The Second Start program will build upon the highly successful grant funded Life Skills Project at the Oneida County Correctional Facility by linking activities within the facility with intensive post release case management. The main goal of the Second Start program is the placement of program participants (ex-offenders 19-21 years of age) into unsubsidized employment. (See the attached program proposal summary which includes project design and program objectives).



**BUDGET INFORMATION SUMMARY**

Second Start Program

MVCAA

October 1 2012 to June 30 2013

**I. ADMINISTRATION COSTS**

Indirect Administration Costs @ 10.7%

**TOTAL ADMINISTRATION COSTS****\$8,394****II. SERVICES COSTS****A. Staff Salaries**

Program Manager	100%	\$27,713
Youth Advocate	100%	\$20,475
Program Director	6%	\$1,691
Data Specialist (\$12.50hr x 40hr/month x 9months)		\$4,500
<b>TOTAL STAFF SALARIES</b>		<b>\$54,379</b>

**B. Staff Fringe Benefits**

Blended Rate @ 31.23%

**\$16,982****C. Program Operating Expenses**

Training Materials and Supplies	\$300
Local Travel (3,000 miles x \$.555)	\$1,665
Participant Expenses:(Youth housing, employment or education-related expenses when other funds are not available)	\$2,000
Internet access \$40/month	\$360
Copier Lease \$60/month	\$540
Staff Training: Annual State Conference (Incarcerated Education) and OSOS training	\$1,000
Cost Allocation Computers: \$68/computer x 2 computers x 9 months (IT cost Allocation)	\$1,224
<b>TOTAL PROGRAM OPERATING EXPENSES</b>	<b>\$7,089</b>

**TOTAL SERVICES COSTS****\$78,450****GRAND TOTAL PROGRAM COSTS****\$86,844**  
**\$86,845**

**ADMINISTRATIVE AND MANAGEMENT CONTROLS  
OF THE HERKIMER-MADISON-ONEIDA CONSORTIUM**

**I. Recruitment and Selection of Participants**

A. The Consortium in its Comprehensive Five-Year Local Plan has designated that priority for Title I Adult training and intensive services will be given to low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment. Title I will also serve WIA-eligible dislocated workers. Title I youth services will be particularly targeted toward low income WIA-eligible youth with other characteristics that include basic literary skills deficiency, school dropout, homeless, runaway or foster child, pregnant and/parenting, and offender.

The Contractor understands and agrees that individuals from these targeted groups will be referred from the Consortium's Intake/Assessment Unit for enrollment into activities agreed to herein.

B. Prior to enrollment, all clients must be certified eligible by the Consortium Intake/Assessment staff. The Contractor may select desired program participants and then notify both the Consortium and the applicant of his/her selection.

C. When an individual is enrolled in the program, both the Consortium Case Managers and the Contractor shall provide the participant with a thorough orientation to the WIA program. This should include, at a minimum, a description of the services available throughout the duration of employment, all rights and responsibilities of both the employee and the employer, including grievance procedures, etc. Participants will further receive Assessment, Testing, and Individual Service strategy (ISS).

**II. Service Area**

The Consortium assures that its program participants reside within the counties of Herkimer, Madison and Oneida. A resident is defined as principally dwelling within the Consortium's applicable Local Workforce Investment Area (L.W.I.A.), as described herein, at the time of application and also at the time of selection for any activities.

**III. Contractors's Responsibilities to Job Training Participants**

The Contractor agrees to provide a meaningful work/training experience with necessary materials and supplies, a safe worksite, necessary job orientation and training, and proper supervision.

**IV. Participant Payroll Procedures**

Selected participants receiving wages (e.g., those on Work Experience, Try-Out Employment, etc.) will be entered into the Consortium's payment system for receipt of wages and fringe benefits, or supportive services payments.

**V. Advance Payments**

An advance payment of any kind is not allowed under this Agreement.

**VI. Reporting Requirements**

A. The Contractor is responsible for providing monthly reports to the Consortium, including information as to participant data and characteristics, financial records, and other program operation information. Such reports shall be submitted to the Consortium Offices on forms provided by the Consortium, no later than the tenth (10<sup>th</sup>) calendar day following the close of the month.

B. A *Contractors's Final Report* package may be provided to the Contractor by the Consortium. The Contractor will submit the required information to the Consortium Office after all financial transactions with the Consortium have been completed and within thirty (30) days after the termination date of this Agreement.

#### **VII. Monitoring Requirements**

The Consortium and the Workforce Investment Board of Herkimer, Madison and Oneida Counties, Inc. will each monitor the program's performance, compliance, and progress. This will include the validation of the client and financial information provided by the Contractor, completed through both on-site monitoring and desk reviews. The actual schedule for monitoring will be arranged between the parties concerned.

#### **VIII. Procurement/Materials and Supplies**

A. The Contractor agrees that it will comply with the Procurement Guidelines as mandated by the Federal regulations 20CFR Section 627.420, sub part D Administrative Standards, and as outlined in written Consortium procedures.

B. The Contractor is responsible for the care and custody of all materials and supplies purchased with WIA funds during the term of this Agreement.

C. Expendable materials and supplies allowable under WIA shall include books and other teaching aids, and equipment and materials used directly in providing training to participants.

D. The disposition of any and all unexpended materials will be determined by the Consortium at the termination of this Agreement.

#### **IX. Performance Assessment**

A. The Consortium, being ultimately responsible for the implementation and operation of program activities under this Agreement, in accordance with State Regulations for WIA, will review and assess the performance of the Contractor in executing the work and achieving the goals described herein.

B. The Consortium will notify the Contractor, in writing, should any areas of deficiency or non-compliance be determined. The Contractor will then submit a plan of corrective action to the Consortium, proposing a solution to the problem. Should the difficulty or non-compliance persist, action may be taken by the Consortium to terminate this Agreement for services, at which time any unauthorized costs will be recovered by the Consortium.

C. The Contractor will assure the purposeful and effective use of WIA funds by monitoring the activities described in this Agreement and contracted for herein. Further, the Contractor shall monitor the program goals outlined in the Program Narrative of this Agreement and shall immediately notify the Consortium of any programmatic problems.

D. The Contractor shall cooperate fully with the Consortium in re-planning efforts, and will submit, upon request of the Consortium, written analysis of administrative and operational difficulties encountered in the performance of this Agreement.

#### **X. Non-Discrimination/Equal Opportunity**

The Contractor assures, with respect to the operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Investment Act (W.I.A.) of 1998 (Section 188); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

## **XI. Grievances**

A. The Contractor assures that it has established a grievance procedure relating to the terms and conditions of employment and training available to participants, or that it will choose to utilize the grievance system established by the Consortium, as described in its Comprehensive Five Year Local Plan.

B. All grievances and complaints which cannot be resolved via informal sessions will be referred to the Consortium Complaint Resolution Officer.

C. The Contractor agrees that any information or complaints it has involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Secretary of Labor, 200 Constitution Avenue, NW, Washington, DC, 20210.

## **XII. Non-Assignment/Subcontracting**

The Contractor understands that this Agreement may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, or otherwise disposed of without the previous consent, in writing, of the Consortium. Any attempts to assign this Agreement without the Consortium's written consent are null and void.

## **XIII. Termination for Convenience**

The Consortium may terminate this Agreement whenever, for any reason, the Consortium determines that such a termination is in the best interest of the Consortium. After receipt of a written Notice of Termination from the Consortium Director, the Contractor shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

## **XIV. Other Information**

The Consortium reserves the authority to examine all pertinent Contractor's records for the purpose of assuring compliance with State Regulations under WIA. The Consortium further reserves the authority to initiate any additional reporting or monitoring requirements to assure a more effective program operation.

The Contractor agrees to abide by any and all terms applicable to it, which are, or may be imposed upon and required of the Consortium under the grant agreement between the Consortium and the Governor of the State of New York, and any and all revisions thereof as they may be made by law, administrative regulation, order, rule or directive.

## **XV. Regulatory Compliance**

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

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

C. It is expressly understood that Oneida County Government is supportive of Communities That Care and strongly encourages the Contractor to become actively involved as a partner. As a CtC partner, the Contractor will submit copies of plans or grant applications, which will enhance collaborative efforts and better integrate our communities' services, to the CtC Community Board. The Contractor also agrees to become an active member on any and all appropriate CtC Committees, and the Contractor will support Oneida County's efforts to develop a continuum of services that will support the development of healthy, productive children and adults.

ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

1. It possesses the legal authority to administer and supervise activities under the Workforce Investment Act and that a resolution or similar motion has been duly adopted as an official act of the Contractor's governing body, directing and authorizing the person identified as the representative of the Contracting Agency to act in accordance with the terms of operation of the activities agreed herein.
2. It will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 95-220), hereinafter referred to as the Act), and with the regulations and policies of the State of New York issued pursuant to the Act, as may be modified during the term of this Agreement.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Participants in the program will not be employed in the construction, operation, or maintenance of any facility which is used for religious instruction or worship.
5. The Contractor has adequate administrative, supervisory, and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
6. It will give any authorized representative of the Consortium, the State of New York, or Federal government, access to and the right to examine all records, books, papers, or documents relative to the activities contracted for herein. It will submit reports as required by these representatives and will maintain records for a period of three (3) years, providing access to them as necessary for these representatives review to assure that funds are being expended in accordance with the purposes and provisions of the Act, and to assist these representatives in determining the extent to which the program meets the special needs of low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment, in providing meaningful employment opportunities. If, for any reason, the Contractor is unable to comply with this retention requirement, the Contractor must forward all such records to the Consortium.
7. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the participant.
8. It will comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1991.
9. It will comply with the Drug Free Workplace Act, subtitle D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690).
10. Appropriate standards for health and safety in employment and training situations will be maintained. These standards refer to the Occupational Safety and Health Act of 1970 (OSHA)
11. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement.
12. Worker's Compensation coverage for participants in employment programs under the Act will be provided at the same level and to the same extent as for other employees of the employer who are covered by a State or industry Worker's Compensation statute.

13. All individuals employed in unsubsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and engaged in the same type of work.
14. No currently employed worker shall be displaced by any participant, including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
15. No program under the Act shall impair existing contracts for services or collective bargaining Agreements without the express written concurrence of the labor organization and employer concerned.
16. No participant shall be employed or job opening filled: a). when any other individual is on layoff from the same or substantially the same job, or b). when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.
17. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
18. Under the terms of this Agreement, it will not generate any program income without the written permission of the Consortium.
19. Funds under the Act will be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs by the Contractor.
20. No program funds under the Act will be used to subsidize political activities of any kind.
21. No program funds under the Act will be used to subsidize union or anti-union activities of any kind.
22. The payment requests it makes under this Agreement do not duplicate in any way the reimbursement of costs and services from any other funding source.

EXHIBIT E  
DEBARMENT & SUSPENSION  
DRUG FREE WORKPLACE

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).



**ADDENDUM**

THIS ADDENDUM, entered into on this 1st day of October, 2012, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

**1. Executor or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

Oneida County Correction Facility, 6075 Judd Road, Oriskany, NY 13424

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.



**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

**18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

**Contractor**

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

By: Amy Turner  
Amy Turner, Executive Director

Approved as to Form only

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



David L. Mathis  
Director, Workforce Development

Anthony J. Picente, Jr.  
Oneida County Executive

October 3, 2012

FN 20 12 - 385

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

HEALTH & HUMAN SERVICES

Dear County Executive *Tony* Picente,

**WAYS & MEANS**

Attached for your approval are five (5) copies of an Agreement that has been reviewed and is recommended for your signature.

This Agreement is with the BOCES Consortium of Continuing Education to provide a portion of the job placement and job search training program known as *Pride in Work* for nearly 800 potential public assistance recipients in Oneida County. It is expected that successful completers of this program will be placed into unsubsidized employment and not enter the local welfare system.

**The term of this Agreement will be July 1, 2012 to June 30, 2013 and is for a total of up to \$163,194.00.**

**This Agreement is completely funded by the Oneida County Department of Social Services.**

**Board of Legislators' approval is required.**

Funding for this Agreement is received via Revenue Account #J1910-1910/2 and is expended by my office via J6300.495.

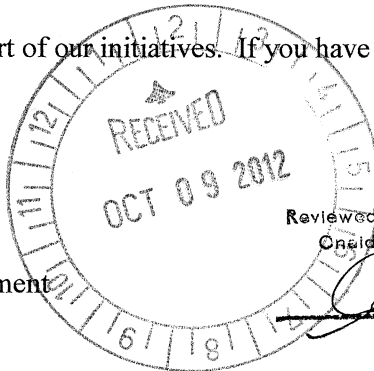
Please sign and date the attached Agreements where clipped, and return them to Anthony Ricci of my staff (ext. 5908).

Thank you for your continued support of our initiatives. If you have any questions, please feel free to contact me.

Sincerely,

*David Mathis*

David Mathis, Director  
Oneida County Workforce Development



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

*Anthony J. Picente, Jr.*

Anthony J. Picente, Jr.  
County Executive

Date 10/1/12



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

**Name of Proposing Organization:**

Oneida County Workforce Development  
209 Elizabeth Street  
Utica, New York 13501

**Title of Activity or Services:** JOB Readiness/ JOB Placement & *Pride in Work* Program

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

**Client Population/Number to be Served:** Safety Net Applicants and Temporary Assistance Recipients TANF/Safety Net. Numbers are unlimited.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:** Oneida County Workforce Development will provide these services with the assistance of Madison Oneida BOCES. This is a full time four week program operated at the Access Center in Utica & the Adult Learning Center in Rome. A class begins every week in Utica & on a bi-weekly basis in Rome. The first two weeks are classroom training involving life skills, personal hygiene, decision making, work ethics, employment expectations, resume' writing, interviewing techniques and budgeting. The second two weeks involves an active job search combined with an assignment to a work experience.

The Contractor agrees to perform the "Pride in Work" program as follows:

- Administer TABE test or equivalent instrument to measure educational level,
- Teach Job finding skills to include resume preparation, application and interviewing skills,
- Computer and internet based application skills and communication,
- Oral communication and phone skills,
- Attendance, dress and workplace etiquette, including conflict resolution,
- Motivation, self confidence, perseverance,
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program,

**2). Program/Service Objectives and Outcomes** This is a full time four week program designed to help Temporary Assistance Applicants/Safety Net find employment which would negate their need for temporary assistance benefits. Public Assistance Recipients that are considered employable will also be placed into the program to reduce their need for public assistance by obtaining employment.

**3). Program Design and Staffing Level** - This Contract is between Workforce Development and Madison/Oneida BOCES (Utica and Rome locations)

Staffing with Madison-Oneida BOCES is as follows:

- 1 Full-time Work Skills Teacher I
- 1 Full-time Work Skills Teacher II
- 1 Full-time Work Skills Teacher III
- 1 Part-time Program Supervisor

**Total Funding Requested:** \$ 163,194.00

**Mandated or Non-mandated:** Non-mandated, however this program helps Safety Net and Temporary Assistance applicants find employment which reduces the need for Temporary Assistance benefits.

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

<b>Federal</b>	100 % =	\$ 163,194
<b>State</b>	0 % =	\$ 0
<b>County</b>	0 % =	\$ 0

Funding is part of a \$311,000 grant from Oneida County Department of Social Services utilizing New York State TANF funding.

**Cost per Client Serviced:** Varies as per number of applicants.

**Past Performance Data:** During the period July 1, 2011 through June 30, 2012, the results were as follows:

	<u>Utica</u>	<u>Rome</u>	<u>Total</u>
Referred	1,077	454	1,531
No Show	483	205	688
Showed	594	249	843
Terminated	311	98	409
Employed	94	40	134
Completed	143	87	230

**O.C. Department Staff Comments:** Pride in Work has been run successfully under this partnership for the past 15 years.

**Staff Comments:** DSS originally contracted for this service with both Madison/Oneida BOCES and the Office of Employment and Training. The two agencies have combined their programs since 1997. The program has proved to be one of the most successful employment readiness programs operated by the Department.

**Oneida County Dept. Funding Recommendation:** Workforce Development staff recommends funding this important program.

HERKIMER-MADISON-ONEIDA CONSORTIUM WORKFORCE INVESTMENT ACT

**BOCES CONSORTIUM OF CONTINUING EDUCATION**

***PRIDE IN WORK PROGRAM***

This Agreement is entered by and between the

HERKIMER-MADISON-ONEIDA CONSORTIUM, a tri-county arrangement established by the Counties of Herkimer, Madison and Oneida of the State of New York, with its administrative offices located at 209 Elizabeth Street, Utica, New York 13501,(hereinafter referred to as the Consortium), and the

BOCES CONSORTIUM OF CONTINUING EDUCATION, with its offices and principal place of business located at Spring Road, Verona, New York 13478 (hereinafter referred to as the Contractor).

WITNESSETH

WHEREAS, the Consortium has entered into an Agreement with the Governor of the State of New York to implement an employment and training program in the Counties of Herkimer, Madison and Oneida, pursuant to the provisions of the Workforce Investment Act of 1998 (W.I.A.) (P.L. 95-220), and

WHEREAS, the Consortium has received a grant from the Oneida County Department of Services to develop a comprehensive workforce development program known as Pride In Work to prepare public assistance applicants and welfare recipients for jobs and to place them in unsubsidized employment, and

WHEREAS, the Contractor will act as a subcontractor of the Consortium for the delivery of a portion of these Pride in Work services for approximately eight hundred (800) eligible participants (numbers may vary),

NOW THEREFORE, the Contractor agrees to perform the functions set forth under the terms and conditions established in this Agreement under the authority and scope of the Workforce Investment Act, and the Pride in Work Program as follows:

1. TERM. The term of this Agreement shall commence on July 1, 2012 and expire on June 30, 2013.
2. THE WORK. The Contractor agrees to perform the activities described in the Program Narrative of this contract (Exhibit F), attached hereto and made a part of this Agreement.
3. COSTS.
  - A. The Consortium agrees to expend an amount up to, but not to exceed one hundred sixty-three thousand one hundred ninety-four and 00/100 dollars (\$163,194.00) to be paid to the Contractor for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary, Exhibit B. Payments from the Consortium to the Contractor in consideration of the Contractor's costs shall be made upon receipt of cost reports accompanying a standard voucher submitted each month to the Consortium.
  - B. It is understood and agreed that the Consortium will not be responsible for any costs incurred by the Contractor prior to the effective date or following the termination date of the Agreement.
  - C. Upon termination of this Agreement, and based upon a final statement of costs and performance, the Contractor will either refund to the Consortium any unencumbered monies in its possession, or if the total cost exceeds the amount advanced, the Contractor will submit a final bill for the amount due.



#### 4. MODIFICATIONS.

A. The Consortium reserves final decision-making authority over all proposed modifications, major or minor, to this contract. All modifications to the term, purpose, budget line expenditures or contract amount must be made by amendment to this contract and signed by both the Contractor and the Consortium.

B. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by new County, Federal and/or State Regulations.

#### 5. RECORDS AND REPORTING.

A. The Contractor shall record all costs incurred in the fulfillment of the terms of this Agreement. It is agreed that the Consortium's standard voucher will be submitted to the Consortium in triplicate, and that a monthly estimate of expenditures is provided to the local Consortium office. Also, a report of actual expenditures will be submitted on or before the fifth day of the month for the expenditures incurred during the previous month.

B. The Contractor is responsible for providing monthly reports to the Consortium administrative offices, including participant characteristics, financial records, and other program operation information. Such reports shall be submitted to the Consortium on forms provided by the same, no later than the tenth (10th) calendar day following the close of the month.

#### 6. CONDITIONS.

A. The Contractor will abide by all applicable terms and conditions imposed and required by any Agreement between the Consortium and the Governor of the State of New York, especially the Consortium Five Year Local Workforce Investment Plan, the Pride In Work and further will abide by all subsequent revisions and modifications, as published, to set forth administrative and statutory changes imposed on it by the State of New York or the Consortium.

B. The State of New York, represented by the Governor, is not a party hereto and no legal liability on the part of the State is implied under the terms and conditions of this subcontract; any liabilities, legal actions or disputes as may arise under this subcontract are between the parties hereto.

C. Officers, agents, directors and employees of the Contractor covenant and agree that they will conduct themselves consistent with such status: that they will neither hold themselves out as, nor claim to be, officers or employees of the Consortium or its agents, and they will not by reason thereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the Consortium or its agents, including, but not limited to Worker's Compensation coverage, insurance benefits, Social Security coverage or retirement membership or credit.

D. Further, the Contractor shall comply with all Federal, State and local Regulations relative to the performance of this Agreement, shall relieve the Consortium, its agents, officers and employees from liability for consequent damages to life or property caused as a result of damage, injury or other action by the Contractor, direct or indirect, and shall indemnify and save harmless the Consortium, its agents, officers and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or including damages to life or property caused as a result of damage, injury, or other action by the Contractor, direct or indirect. The Contractor shall indemnify and save harmless the Consortium, its agents, officers, and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons, and/or for all property damages of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of services provided for in this Agreement, or by or on account of any direct or indirect act or omission of the Contractor, its agents, or its employees.

7. ANTIDISCRIMINATION. Section 188 of the Workforce Investment Act of 1998 (WIA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program

activity. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under W.I.A. and the Pride in Work Program.

8. RESERVATION. All powers not explicitly vested in the Contractor by this Agreement remain with the Consortium.

9. DISPUTES. In the event a dispute arises concerning any portion of this Agreement or the performance related thereto between the Consortium and the Contractor, it is agreed that a reasonable effort will be made to resolve the dispute through administrative means and negotiations. It is further understood and agreed that any and all Federal, State and local laws pertaining to the resolution of disputes resulting from the performance of this Agreement shall apply.

10. ADMINISTRATIVE AND MANAGEMENT CONTROLS. The statement of Administrative and Management Controls (Exhibit C) is attached and made a part hereof.

11. ASSURANCES AND CERTIFICATIONS. The statement of Assurances and Certifications (Exhibit D) is attached and made a part hereof.

12. TERMINATION.

A. Either the Consortium or the Contractor may terminate this Agreement without penalty upon two weeks written notice of its intention to terminate, including a statement of specific grounds for the request for termination. The Consortium is subject to compliance with the applicable rules and regulations of the State of New York, as the same applies to any work to be performed under this Agreement. Any termination is subject to the payment to the Contractor of all reasonable costs expended to date of termination, or refund by the Contractor of unexpended and uncommitted funds advanced to the Contractor.

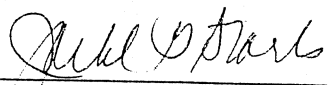
B. In the event that the State of New York terminates its Agreement with the Consortium, or imposes restrictions in funding or a freeze of operations, the Consortium shall be entitled to a waiver of the two-week notice requirement discussed in Section 12.A. and shall immediately notify the Contractor in writing of such action. Upon receipt of such notice, the Contractor shall immediately comply with and implement such Consortium direction.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the parties hereto have caused this Agreement to be executed by their duly authorized agents.

For the Herkimer-Madison-Consortium:

For the Contractor:

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

  
\_\_\_\_\_  
BY Jacklin G. Starks, District Superintendent

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
DATE

*Approved As To Form*

\_\_\_\_\_  
BY Oneida County Attorney

\_\_\_\_\_  
DATE

EXHIBIT B  
BUDGET

BOCES Consortium of Continuing Education  
Pride In Work  
Budget Information Summary  
7/1/12 - 6/30/13

Training Costs:

A. Training Staff Salaries

1) Work Skills Teacher I Ricky Fuller	\$33,280
\$640 x 52 weeks	
2) Work Skills Teacher II Denise Gregory	39,957
\$768.40 x 52 weeks	
3) Work Skills Teacher III To be determined	33,280
\$640 x 52 weeks	
4) Program Supervisor Joelle Taylor	3,000
\$57.69 x 52 weeks	

Subtotal \$109,517

B. Training Staff Fringe Benefits

1) FICA @ 7.65%	\$ 8,378
2) Workers Compensation @ 1%	1,095
3) Unemployment Insurance	0
4) Teachers Retirement @ 12.5%	13,690
5) Health	23,014

Subtotal \$46,177

C. Operating Costs:

1) Rent	2,500
2) Instructional Materials	5,000
	Subtotal \$7,500

Grand Total \$163,194

**ADMINISTRATIVE AND MANAGEMENT CONTROLS OF THE HERKIMER-MADISON-ONEIDA CONSORTIUM**

**I. Recruitment and Selection of Participants**

A. The Consortium in its Comprehensive Five-Year Local Plan has designated that priority for Title I Adult training and intensive services will be given to low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment. Title I will also serve WIA-eligible dislocated workers. Title I youth services will be particularly targeted toward low income WIA-eligible youth with other characteristics that include basic literary skills deficiency, school dropout, homeless, runaway or foster child, pregnant and/parenting, and offender. The Contractor understands and agrees that individuals from these targeted groups will be referred from the Consortium's Intake/Assessment Unit for enrollment into activities agreed to herein.

B. Prior to enrollment, all clients must be certified eligible by the Consortium Intake/Assessment staff. The Contractor may select desired program participants and then notify both the Consortium and the applicant of his/her selection.

C. When an individual is enrolled in the program, both the Consortium Case Managers and the Contractor shall provide the participant with a thorough orientation to the WIA program. This should include, at a minimum, a description of the services available throughout the duration of employment, all rights and responsibilities of both the employee and the employer, including grievance procedures, etc. Participants will further receive Assessment, Testing, and Individual Service strategy (ISS).

**II. Service Area**

The Consortium assures that its program participants reside within the counties of Herkimer, Madison and Oneida. A resident is defined as principally dwelling within the Consortium's applicable Local Workforce Investment Area (L.W.I.A.), as described herein, at the time of application and also at the time of selection for any activities.

**III. Contractors's Responsibilities to Job Training Participants**

The Contractor agrees to provide a meaningful work/training experience with necessary materials and supplies, a safe worksite, necessary job orientation and training, and proper supervision.

**IV. Participant Payroll Procedures**

Selected participants receiving wages (e.g., those on Work Experience, Try-Out Employment, etc.) will be entered into the Consortium's payment system for receipt of wages and fringe benefits, or supportive services payments.

**V. Advance Payments**

An advance payment of any kind is not allowed under this Agreement.

**VI. Reporting Requirements**

A. The Contractor is responsible for providing monthly reports to the Consortium, including information as to participant data and characteristics, financial records, and other program operation information. Such reports shall be submitted to the Consortium Offices on forms provided by the Consortium, no later than the tenth (10<sup>th</sup>) calendar day following the close of the month.

B. A *Contractors's Final Report* package may be provided to the Contractor by the Consortium. The Contractor will submit the required information to the Consortium Office after all financial transactions with the Consortium have been completed and within thirty (30) days after the termination date of this Agreement.

**VII. Monitoring Requirements**

The Consortium and the Workforce Investment Board of Herkimer, Madison and Oneida Counties, Inc. will each monitor the program's performance, compliance, and progress. This will include the validation of the client and financial information provided by the Contractor, completed through both on-site monitoring and desk reviews. The actual schedule for monitoring will be arranged between the parties concerned.

**VIII. Procurement/Materials and Supplies**

A. The Contractor agrees that it will comply with the Procurement Guidelines as mandated by the Federal regulations 20CFR Section 627.420, sub part D Administrative Standards, and as outlined in written Consortium procedures.

B. The Contractor is responsible for the care and custody of all materials and supplies purchased with WIA funds during the term of this Agreement.

C. Expendable materials and supplies allowable under WIA shall include books and other teaching aids, and equipment and materials used directly in providing training to participants.

D. The disposition of any and all unexpended materials will be determined by the Consortium at the termination of this Agreement.

#### **IX. Performance Assessment**

A. The Consortium, being ultimately responsible for the implementation and operation of program activities under this Agreement, in accordance with State Regulations for WIA, will review and assess the performance of the Contractor in executing the work and achieving the goals described herein.

B. The Consortium will notify the Contractor, in writing, should any areas of deficiency or non-compliance be determined. The Contractor will then submit a plan of corrective action to the Consortium, proposing a solution to the problem. Should the difficulty or non-compliance persist, action may be taken by the Consortium to terminate this Agreement for services, at which time any unauthorized costs will be recovered by the Consortium.

C. The Contractor will assure the purposeful and effective use of WIA funds by monitoring the activities described in this Agreement and contracted for herein. Further, the Contractor shall monitor the program goals outlined in the Program Narrative of this Agreement and shall immediately notify the Consortium of any programmatic problems.

D. The Contractor shall cooperate fully with the Consortium in re-planning efforts, and will submit, upon request of the Consortium, written analysis of administrative and operational difficulties encountered in the performance of this Agreement.

#### **X. Non-Discrimination/Equal Opportunity**

The Contractor assures, with respect to the operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Investment Act (W.I.A.) of 1998 (Section 188); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

#### **XI. Grievances**

A. The Contractor assures that it has established a grievance procedure relating to the terms and conditions of employment and training available to participants, or that it will choose to utilize the grievance system established by the Consortium, as described in its Comprehensive Five Year Local Plan.

B. All grievances and complaints which cannot be resolved via informal sessions will be referred to the Consortium Complaint Resolution Officer.

C. The Contractor agrees that any information or complaints it has involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Secretary of Labor, 200 Constitution Avenue, NW, Washington, DC, 20210.

#### **XII. Non-Assignment/Subcontracting**

The Contractor understands that this Agreement may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, or otherwise disposed of without the previous consent, in writing, of the Consortium. Any attempts to assign this Agreement without the Consortium's written consent are null and void.

#### **XIII. Termination for Convenience**

The Consortium may terminate this Agreement whenever, for any reason, the Consortium determines that such a termination is in the best interest of the Consortium. After receipt of a written Notice of Termination from the Consortium Director, the Contractor shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

#### **XIV. Other Information**

The Consortium reserves the authority to examine all pertinent Contractor's records for the purpose of assuring compliance with State Regulations under WIA. The Consortium further reserves the authority to initiate any additional reporting or monitoring requirements to assure a more effective program operation.

The Contractor agrees to abide by any and all terms applicable to it, which are, or may be imposed upon and required of the Consortium under the grant agreement between the Consortium and the Governor of the State of New York, and any and all revisions thereof as they may be made by law, administrative regulation, order, rule or directive.

**XV. Regulatory Compliance**

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

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

C. It is expressly understood that Oneida County Government is supportive of Communities That Care and strongly encourages the Contractor to become actively involved as a partner. As a CtC partner, the Contractor will submit copies of plans or grant applications, which will enhance collaborative efforts and better integrate our communities' services, to the CtC Community Board. The Contractor also agrees to become an active member on any and all appropriate CtC Committees, and the Contractor will support Oneida County's efforts to develop a continuum of services that will support the development of healthy, productive children and adults.

(revised 12/09)  
(EXHIBIT C 2012 WIA.DOC)

**ASSURANCES AND CERTIFICATIONS**

The Contractor assures and certifies that:

1. It possesses the legal authority to administer and supervise activities under the Workforce Investment Act and that a resolution or similar motion has been duly adopted as an official act of the Contractor's governing body, directing and authorizing the person identified as the representative of the Contracting Agency to act in accordance with the terms of operation of the activities agreed herein.
2. It will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 95-220), hereinafter referred to as the Act), and with the regulations and policies of the State of New York issued pursuant to the Act, as may be modified during the term of this Agreement.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Participants in the program will not be employed in the construction, operation, or maintenance of any facility which is used for religious instruction or worship.
5. The Contractor has adequate administrative, supervisory, and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
6. It will give any authorized representative of the Consortium, the State of New York, or Federal government, access to and the right to examine all records, books, papers, or documents relative to the activities contracted for herein. It will submit reports as required by these representatives and will maintain records for a period of three (3) years, providing access to them as necessary for these representatives review to assure that funds are being expended in accordance with the purposes and provisions of the Act, and to assist these representatives in determining the extent to which the program meets the special needs of low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment, in providing meaningful employment opportunities. If, for any reason, the Contractor is unable to comply with this retention requirement, the Contractor must forward all such records to the Consortium.
7. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the participant.
8. It will comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1991.
9. It will comply with the Drug Free Workplace Act, subtitle D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690).
10. Appropriate standards for health and safety in employment and training situations will be maintained. These standards refer to the Occupational Safety and Health Act of 1970 (OSHA)
11. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement.
12. Worker's Compensation coverage for participants in employment programs under the Act will be provided at the same level and to the same extent as for other employees of the employer who are covered by a State or industry Worker's Compensation statute.
13. All individuals employed in unsubsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and engaged in the same type of work.
14. No currently employed worker shall be displaced by any participant, including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
15. No program under the Act shall impair existing contracts for services or collective bargaining Agreements without the express written concurrence of the labor organization and employer concerned.
16. No participant shall be employed or job opening filled: a). when any other individual is on layoff from the same or substantially the same job, or b). when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.
17. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
18. Under the terms of this Agreement, it will not generate any program income without the written permission of the Consortium.

19. Funds under the Act will be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs by the Contractor.
20. No program funds under the Act will be used to subsidize political activities of any kind.
21. No program funds under the Act will be used to subsidize union or anti-union activities of any kind.
22. The payment requests it makes under this Agreement do not duplicate in any way the reimbursement of costs and services from any other funding source.

(revised 12/09)  
(EXHIBIT D 2012 WIA.DOC)



EXHIBIT E  
DEBARMENT & SUSPENSION  
DRUG FREE WORKPLACE

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).



EXHIBIT F  
PROGRAM SUMMARY

This program is a JOB Readiness/ JOB Placement initiative known as the *Pride in Work* Program

The program serves Temporary Assistance Recipients TANF and Safety Net applicants.

Oneida County Workforce Development will provide these services with the assistance of Madison Oneida BOCES. This is a full time four week program operated at the Access Center in Utica & the Adult Learning Center in Rome. A class begins every week in Utica & on a bi-weekly basis in Rome. The first two weeks are classroom training involving life skills, personal hygiene, decision making, work ethics, employment expectations, resume' writing, interviewing techniques and budgeting. The second two weeks involves an active job search combined with an assignment to a work experience.

Madison-Oneida BOCES instructors:

- Administer TABE test or equivalent instrument to measure educational level,
- Teach Job finding skills to include resume preparation, application and interviewing skills,
- Teach computer and Internet based application skills and communication,
- Teach oral communication and phone skills,
- Instruct in areas such as attendance, dress and workplace etiquette, including conflict resolution,
- Address motivation, self confidence, and perseverance,
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program,

Staffing with Madison-Oneida BOCES is as follows:

- 1 Full-time Work Skills Teacher I
- 1 Full-time Work Skills Teacher II
- 1 Full-time Work Skills Teacher III
- 1 Part-time Program Supervisor

Funding is part of a \$311,000 grant from Oneida County Department of Social Services utilizing New York State TANF funding.



ADDENDUM

THIS ADDENDUM, entered into on this 21st day of August, 2012, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

**1. Executor or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;



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

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

BOCES ACCESS Center, 508 2<sup>nd</sup> Street, Utica, NY 13501

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

## **5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90



days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

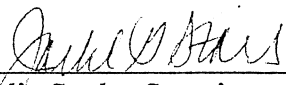
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

**Contractor**

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

By:  \_\_\_\_\_  
Jacklin Starks, Superintendent

Approved as to Form only

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

# Griffiss International Airport

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



ANTHONY J. PICENTE, JR.  
County Executive

Michael C. Lawrence, Jr.  
Acting Commissioner of Aviation

October 4, 2012

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

FN 20 12 - 390

Re: FAA AIP Project - Rehabilitation of Nose Docks #785 & #786 (Design)  
C&S Engineers, Capt. Acct. H-339

**AIRPORT**

**WAYS & MEANS**

Dear County Executive Picente,


The Oneida County Board of Legislators Resolution No. 7 of 2011 provided the County Executive authorization to apply for Federal Aviation Administration (FAA) Griffiss Redevelopment Grants identified in Capital Project H-339. FAA has subsequently advanced a grant for the Rehabilitation of Nose Docks #785 and #786 - Design. The total design project grant application is estimated at \$300,000 with 90% Federal share (\$270,000), 5% State share (\$15,000) and 5% County share (\$15,000).

The Department of Aviation is submitting for approval an agreement from C&S Engineers, Inc., to provide professional design services for the Rehabilitation of Nose Docks #785 and #786 - Design. C&S's fee for the design services phase is \$290,952.00. An Independent Fee Estimate (IFE), as required by FAA, was performed and determined the fee as fair and reasonable. Under SEQR this work is a type 2 action as described in 6NYCRR 617.5(c)(1) requiring no further review.

The Oneida County Board of Legislators (F.N. 2009-415, Res. No. 348) has designated C&S Companies as an approved Airport Consultant.

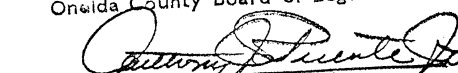
Please consider acceptance of this agreement with C&S Engineers for professional design services at a fee of \$290,952.00 *conditional upon FAA concurrence*. The FAA Airport Improvement Program will provide 90% Federal funding (\$261,856.80). The State funding match is 5% (\$14,547.60) and the local county share also 5% (\$14,547.60). Funding is provided through Capital Account H-339. Upon acceptance, please forward to the Oneida County Board of Legislators at the earliest date possible for their consideration and approval. Charge Capital Account H-339. Thank you.

Sincerely,

  
Michael C. Lawrence, Jr.  
Acting Commissioner



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

  
Anthony J. Picente, Jr.  
County Executive

Date 10/9/12

Oneida County Department: Aviation

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

## Oneida County - Contract Summary

**Name of Proposing Organization:** C&S Engineers, Inc.  
**Title of Activity or Service:** Professional Services  
**Client Population/No. to be Served:** N/A

### Summary Statements:

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

C&S Engineers, Inc., will design and prepare for public bidding the necessary contract drawings and specifications to accomplish the Rehabilitation of Nose Docks #785 and #786. Funding is provided by FAA Airport Improvement Project No. 3-36-0119-30-12. (Fed. 90%, State 5% and County 5%).

Under SEQRA this is a type 2 action as described in 6NYCRR 617.5(c) (1).

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

The preparation of this design and subsequent bidding positions the County to move forward with requesting a FAA construction grant for the rehabilitation of the final two nose dock hangars.

#### 3) Program Design and Staffing Level: N/A

**Total Funding Requested:** \$290,952.00

**Oneida County Department Funding Recommendation:** \$290,952.00 **Account #** H-339

<b>Proposed Funding Source:</b>	<b>Federal</b>	\$261,856.80	<b>State</b>	\$14,547.60	<b>County</b>	\$14,547.60
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**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

#### Oneida County Department Staff Comments:

C&S Engineers is an FAA / County approved Airport Consultant selected by a competitive RFP process (F.N. 2009-415, Res. No. 348).

Agreement approved by the Board of Acquisition & Contract on September 26, 2012.

**COPY**

**LUMP SUM CONSULTANT AGREEMENT**

**FOR**

**PROFESSIONAL DESIGN SERVICES**

**FOR THE**

**BUILDINGS 785, 786 REHABILITATION**

**AT**

**GRIFFISS INTERNATIONAL AIRPORT**

**ONEIDA COUNTY, NEW YORK**

**FAA AIP NO. 3-36-0119-XX- 12**

**NYSDOT NO. 2905. XX**

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**CONSULTANT AGREEMENT**  
**FOR**  
**PROFESSIONAL DESIGN SERVICES**

**PROJECT: BUILDING 785, 786 REHABILITATION  
GRIFFISS AIRFIELD, ONEIDA, COUNTY, NEW YORK**

This Agreement, made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2012, is by and between, the County of Oneida, New York, a municipal corporation Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

**WITNESSETH:** That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

**ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED**

The SPONSOR hereby retains the employ of CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project referenced above, as more particularly described in Schedule "A", which are attached hereto and made a part hereof (the "Basic Services").

The SPONSOR'S resolution or other authorization for retaining the CONSULTANT to perform the Basic Services is attached hereto and made a part hereof as Schedule "E".

**Article 2—Provision For Payment-Time For Performance**

The SPONSOR shall pay to the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services as described in the attached schedule B which covers salaries of employees assigned to the Project, all indirect costs, all direct expenses, and profit. The maximum total costs of \$290,952 set forth on Schedule "B" for the corresponding Basic Services set forth in Schedule "A" cannot be exceeded for any reason, unless Additional Services are authorized and performed in accordance with the provisions of Article 11 of this Agreement.

**Lump Sum Method of Payment:**

Partial payments of the lump sum fee shall be made monthly on account. The portion of the fee billed for the CONSULTANT'S Basic Services will be based upon the CONSULTANT'S estimate of the proportion of the total Basic Services actually completed and expenses actually incurred at the time of billing. Payment of the final invoice will be made upon the substantial completion of the Basic Services covered by the lump sum fee.

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT'S invoice therefor, then the amounts due the CONSULTANT shall be increased at the rate of 1.5% per month from said forty-fifth (45<sup>th</sup>) day. Payments will be credited first to principal and then to interest. Additionally, the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the time schedule and compensation set forth in the applicable Schedule "B" hereto shall be equitably adjusted to compensate for the period of suspension.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR'S written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule "A". The time for completion of the Basic Services under this Agreement, subject to the provisions of Articles 12, 13 and 23 hereof, shall be as recorded in Schedule "A".

### **ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS**

The standard of care for all professional engineering and related services performed by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, the New York State Department of Transportation (the "NYSDOT"), and the Federal Aviation Administration (the "FAA"), if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the CONSULTANT'S standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT'S services may vary or deviate from such standards.

### **ARTICLE 4—ENTIRE AGREEMENT**

This Agreement, with its accompanying Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

### **ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES**

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

### **ARTICLE 6—CONSULTANT LIABILITY**

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and

resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

#### **ARTICLE 7—LABOR LAW REQUIREMENTS**

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedules H and I, which are attached hereto and made a part hereof.

The SPONSOR recognizes that the CONSULTANT will be required by the New York State Department of Labor (the "NYSDOL") to compensate its personnel performing field survey work in accordance with applicable state wage rates in effect at the same time services are performed. The SPONSOR understands that the CONSULTANT has no control over these labor rates and their periodic increases. Therefore, the SPONSOR agrees to compensate the CONSULTANT for field survey services included as a part of this Agreement in accordance with the NYSDOL Prevailing Rate Schedule, which is incorporated by reference into this Agreement. Furthermore, the SPONSOR shall compensate the CONSULTANT for all increases in labor costs, including applicable overhead and profit, when those increases occur by direction of the NYSDOL. Billings for, and payments by the SPONSOR of, these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed amount.

#### **ARTICLE 8—NONDISCRIMINATION PROVISIONS**

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedules "H" and "I" hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedules "H" and "I" in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR'S legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

#### **ARTICLE 9—WORKER'S COMPENSATION AND LIABILITY INSURANCE**

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish



the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days' written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable worker's compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.
  
- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT'S obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
  - 1. Liability insurance issued to and covering the liability of the CONSULTANT'S subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
  - 2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
  - 3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR, the NYSDOT, and the FAA shall be named as additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

#### **ARTICLE 10—ASSIGNMENT REQUIREMENTS**

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR, the Commissioner of the NYSDOT, and the FAA.

- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

#### ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule "A" ("Additional Services"). The scope, time for performance, and payment from the SPONSOR to the CONSULTANT for any Additional Services (which shall be on the basis set forth in Schedule B) shall be set forth in such Supplemental Agreement.

#### ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

- A. ABANDONMENT OR AMENDMENT OF THE PROJECT—The SPONSOR shall have the absolute right to abandon or to amend its Project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends its Project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary thereby, then provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the Sponsor abandons the Project, then the provisions of Paragraph B (1) (b) below shall govern payment to the CONSULTANT.

B. TERMINATION

The obligation to provide further services under this Agreement may be terminated:

**1. For Cause:**

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT'S responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT'S services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT'S control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

**2. For convenience** by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. PAYMENTS UPON TERMINATION

1. For Cause:

- a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in the applicable Schedule "B". The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.
- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT'S reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in the applicable Schedule "B" hereto measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT'S contracts with its subconsultants, subcontractors, or vendors.

2. For convenience

If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in the applicable Schedule "B". Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT'S reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in the applicable Schedule "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT'S contracts with its subconsultants, subcontractors, or vendors.

**ARTICLE 13—SUSPENSION OF SERVICES**

If the CONSULTANT’S services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT’S services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutive or in the aggregate, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR’S resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in the applicable Schedule “B” because of the passage of time.

**ARTICLE 14—INTERCHANGE OF DATA**

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

**ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS**

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR’S sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys’ fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraphs.

**ARTICLE 16—CODE OF ETHICS**

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers’ Law, as amended, and Schedule “G”, which is attached hereto and made a part hereof.

#### **ARTICLE 17—INDEPENDENT CONTRACTOR**

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

#### **ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS**

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of New York or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

#### **ARTICLE 19—NEW YORK STATE PARTICIPATION**

The services to be performed in this Agreement are included in a NYSDOT Project, which is being undertaken and accomplished by the SPONSOR and the State of New York and pursuant to which the State of New York has agreed to pay a certain percentage of the allowable Project costs. The State of New York is not a party to this Agreement and no reference in this Agreement to the Commissioner of Transportation or any representative thereof, or to any rights granted to the Commissioner of Transportation or any representative thereof or the State of New York by the Agreement, makes the State of New York a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of New York may from time to time inspect all Project documents for the purpose of insuring compliance with New York State laws and protecting the interests of the State of New York.

#### **ARTICLE 20—FEDERAL PARTICIPATION**

The FAA is not a party to this Agreement, although the Project work program covered by this Agreement is to be financially aided in part by a Grant Agreement between the SPONSOR and the FAA as provided for under the Airport and Airway Development Act of 1970 (P.L. 91258). The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement, including the requirements set forth in Schedules "D", "F", "G", and "H" hereto. The CONSULTANT further agrees that, by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to time inspect all Project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

**ARTICLE 21—MISCELLANEOUS**

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, agents, officers, and employees, to comply with all applicable laws in the jurisdiction in which the Project is located.
- B. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party), and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.

**ARTICLE 22—SUBCONSULTANTS/SUBCONTRACTORS**

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the Consultant. As set forth above, all agreements between the Consultant and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by the NYSDOT and the FAA.

**ARTICLE 23—FORCE MAJEURE**

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God, expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard, flood, fire; labor unrest; war, riot or any causes the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by CONSULTANT to perform its services hereunder in an orderly and efficient manner, then CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

**ARTICLE 24 — DISPUTE RESOLUTION**

- A. SPONSOR and CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Section 24B below. The thirty-day period may be extended upon mutual agreement of the parties.
  
- B. If any dispute cannot be resolved pursuant to Section 24A, and only if mutually agreed by SPONSOR and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof (“disputes”) shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

**IN WITNESS WHEREOF**, this Agreement has been executed by the SPONSOR, acting by and through the County Executive, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written, subject to the approval of the Commissioner of the NYSDOT, the State Comptroller, and the FAA.

**SPONSOR**  
**ONEIDA COUNTY**

**CONSULTANT**  
**C&S ENGINEERS, INC.**

By: \_\_\_\_\_  
Hon. Anthony J. Picente

By: \_\_\_\_\_  
Jeffrey D. Palin, P.E.

Title: County Executive

Title: Manager, Facilities Services Group

Date: \_\_\_\_\_

Date: 9/24/12

**SCHEDULE A**  
**SCOPE OF WORK**

**PROJECT TITLE: REHABILITATION OF BUILDING 785,786**  
**AIRPORT NAME: GRIFFISS INTERNATIONAL AIRPORT**  
**SERVICES PROVIDED: DESIGN**

**PROJECT DESCRIPTION:**

The CONSULTANT shall provide required professional services to design the renovations to Building 785,786 (the "Project").

Project generally includes upgrades and improvements to Buildings 785, 786 office space and HVAC, electrical, communication, plumbing, and Fire Protection Systems.

Professional services to be provided by the CONSULTANT shall include civil, electrical, structural, mechanical, and plumbing services, as applicable, required to accomplish the following items ("Basic Services"):

**PRELIMINARY DESIGN PHASE**

The Preliminary Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, review of the preapplication, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the project are the following:

1. Schedule and conduct a pre-design meeting with the COUNTY to review the Scope of Services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the project.
3. Perform a preliminary Project site inspection to further familiarize the design team with building and major components.
4. Perform a preliminary environmental review, including the collection and review of available documents such as environmental studies, asbestos, and lead paint survey to identify potential impacts the Project may have on the environment.
5. Perform Code review in accordance with New York State current building code.
6. Preliminary design of interior hangar space. Specific items include the following:
  - Removal / replacement of insulation



- Rehabilitate toilet rooms
  - Repair Hangar floor and epoxy coat
  - Egress doors to be removed and replaced
  - Renovation of office areas
  - Point interior
  - Roof repair/replace.
  - Rehabilitate hangar doors and add power drive
  - Point exterior
7. Preliminary design of HVAC system. Specific items include the following:
- Remove existing air handler units, hot water heaters, and all piping.
  - Provide new radiant gas heating system – through wall
  - Installation of exhaust fans
  - Installation of carbon monoxide detector
  - Installation of local exhaust system (bathrooms)
8. Preliminary design of plumbing system. Specific items include the following (shall be designed for seasonal shutdown):
- Remove all above slab water piping
  - Install new plumbing fixtures and Cu water service
  - Install meter and backflow preventer
  - Remove above slab sanitary piping
  - Provide new compressor and associated piping, quick connect, couplings
9. Preliminary design of electrical and lighting system upgrades. Specific items include the following:
- Remove existing electrical distribution center and replace with new service entrance rated distribution panelboard.
  - Re-feed existing locations from proposed panelboards.
  - Provide 480/277V primary, 120/208V secondary transformers.
  - Provide power and control for all proposed HVAC, Plumbing, Fire Protection, and Architectural loads.
  - Provide weather proof GFCI outlets.
  - Provide electric for hangar door.
  - Remove existing hangar lights and replace with high output T5 fluorescent fixtures.
  - Provide automatic lighting controls and dual level switching.
  - Install T5 HO fixtures with acrylic lenses in offices, and bathrooms.
  - Install full-cutoff metal halide wall packs on building exterior (photocell controlled).
  - Provide exit and emergency lighting.
  - Replace existing telephone/data wiring with CAT E6 wiring and jacks.
  - All wiring to be terminated at existing punch-down block location.
10. Preliminary design of Fire Alarm and fire Suppression Systems: Specific items to be included as follows: (Seasonal use)
- Hangar lower floor area to be protected by an automatic fire protection system
  - Installation of multiple wet standpipes
  - All other non-hangar related areas to be protected with a wet pipe automatic sprinkler system per NFPA 13.

- Installation of fully addressable, fire alarm system, including manual stations, smoke detectors, heat detectors, and audio/visual notification devices required by NFPA 72.
  - Installation of fire suppression contact panel, NEMA 3R.
11. Schedule and conduct a meeting with the SPONSOR to review the preliminary design.
  12. Prepare preliminary opinion of probable construction costs for each major element of the Project.

### **FINAL DESIGN PHASE**

The services included under this Phase shall generally consist of services required to furnish the COUNTY with a complete set of Contract Documents for the Project, including Final Plans, Specifications, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with COUNTY comments and then completion of the final design. Plans and Specifications will be completed; final design will be coordinated with the COUNTY; and a complete set of bid documents will be furnished to the COUNTY. A final opinion of probable construction cost will also be prepared and submitted. A final Construction Phasing and Operations Plan will be included as part of the specifications.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Final design of interior hangar space, including mezzanines (if included), office space, and bathrooms
2. Final design of HVAC.
3. Final design of plumbing system.
4. Final design of electrical and lighting system upgrades.
5. Final design of communication/security system.
6. Fire alarm and fire suppression systems.
7. Finalize General Specifications and prepare written Technical Specifications for all construction materials and installations. Finalize construction phasing and operations plan and include in Specifications.
8. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
9. Submit draft final documents to COUNTY for final review and comment. Schedule and conduct draft final review meeting with COUNTY to discuss and resolve final comments.
10. Reproduce and submit sufficient copies of bid documents to COUNTY for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications.

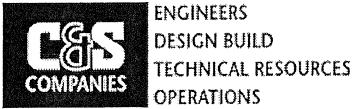
## **BID PHASE**

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when the COUNTY publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the COUNTY during this Phase as required.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist COUNTY in the advertisement of the Project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
3. Schedule and conduct pre-bid conference(s) as requested by COUNTY and advise COUNTY on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the COUNTY'S approval.
5. Attend bid opening. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, eligibility certification, corporate bidder's certification, non-discrimination statement and nonsegregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment, and financial statement. Formal contact of the contractor's references shall be made upon COUNTY's request or if the contractor has no past working relationship with CONSULTANT and COUNTY.
6. Prepare a final bid tabulation, recommendation / rejection of award to the COUNTY, and a sample award letter.
7. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract; review contractor's bonds, insurance certificates; review contractor's submission with COUNTY and coordinate COUNTY'S execution of the contract.
8. Coordinate Notice to Proceed (NTP) for construction.

**END OF SCHEDULE A-1**



# ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" DESIGN PHASE

PROJECT NAME: Nose Dock 785,786 Rehabilitation  
 PROJ DESCRIPTION Rehabilitation of Nose Dock Hangar to include  
 HVAC, electrical, plbg., fire protection, arch, structural  
 CLIENT: Oneida County  
 CLIENT MANAGER: Ralph Napolitano

DATE: 14-Sep-12  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: 146.pro  
 C&S CONTACT: SHS

**I. DIRECT SALARY COSTS:**

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS		COST
A.	SERVICE GROUP MANAGER	\$59.40	\$57.80	X	26	=	\$1,503.00
B.	MANAGING ENGINEER	\$55.20	\$42.70	X	64	=	\$2,733.00
C.	SENIOR PROJECT ENGINEER	\$42.40	\$35.80	X	233	=	\$8,341.00
D.	PROJECT ENGINEER	\$37.50	\$31.20	X	585	=	\$18,252.00
E.	ENGINEER	\$27.90	\$25.60	X	608	=	\$15,565.00
F.	STAFF ENGINEER	\$25.50	\$24.00	X	160	=	\$3,840.00
G.	SENIOR DESIGNER	\$30.30	\$28.70	X	0	=	\$0.00
H.	DESIGNER	\$24.30	\$21.50	X	360	=	\$7,740.00
I.	CADD DESIGNER	\$22.70	\$19.50	X	400	=	\$7,800.00
J.	CADD OPERATOR	\$22.10	\$19.20	X	0	=	\$0.00
K.	TECHNICAL TYPIST	\$23.40	\$21.00	X	80	=	\$1,680.00
L.	GRANTS ADMINISTRATOR	\$26.70	\$25.40	X	0	=	\$0.00
M.	MANAGER AIRPORT PLANNING	\$60.90	\$48.00	X	0	=	\$0.00
N.	SENIOR PLANNER	\$33.10	\$30.90	X	0	=	\$0.00
O.	PLANNER	\$30.90	\$27.20	X	0	=	\$0.00
P.	STAFF PLANNER	\$21.00	\$19.80	X	0	=	\$0.00
Q.	PROJECT ARCHITECT	\$34.80	\$32.80	X	416	=	\$13,645.00
R.	STAFF ARCHITECT	\$24.50	\$23.30	X	320	=	\$7,456.00
S.	SENIOR PROJ GEOLOGIST (SOILS ENG)	\$41.90	\$40.80	X	0	=	\$0.00
T.	GEOLOGIST	\$29.10	\$22.10	X	0	=	\$0.00
U.	SENIOR PROJECT SCIENTIST	\$41.80	\$39.80	X	0	=	\$0.00
V.	ENVIRONMENTAL SCIENTIST	\$26.90	\$25.20	X	0	=	\$0.00
W.	ENVIRONMENTAL ANALYST	\$23.20	\$20.50	X	0	=	\$0.00
X.	SENIOR CONSTRUCTION SUPERVISOR	\$53.60	\$46.60	X	0	=	\$0.00
Y.	RESIDENT ENGINEER	\$37.50	\$34.20	X	0	=	\$0.00
Z.	CHIEF INSPECTOR	\$32.00	\$28.90	X	0	=	\$0.00
AA.	SENIOR INSPECTOR	\$30.90	\$27.70	X	0	=	\$0.00
BB.	INSPECTOR	\$30.30	\$26.50	X	0	=	\$0.00
CC.	JUNIOR INSPECTOR	\$18.80	\$17.60	X	0	=	\$0.00
DD.	CONST RECORDS SPECIALIST	\$23.30	\$22.60	X	0	=	\$0.00
EE.	PARTY CHIEF	\$42.00	\$40.00	X	0	=	\$0.00
FF.	INSTRUMENT MAN	\$39.10	\$37.20	X	0	=	\$0.00
GG.	RODMAN	\$39.10	\$37.20	X	0	=	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$88,555.00

**II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -**  
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE  
 OF DIRECT SALARY COST):

166.00% \$147,001.00

**III. SUBTOTAL OF ITEMS I & II:**

\$235,556.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	10 TRIPS @	100 MILES/TRIP @	\$0.550 =	\$550.00
B.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00 =	\$0.00
C.	PER DIEM:	0 DAYS @	0 PERSONS @	\$91.00 =	\$0.00
D.	MISCELLANEOUS:			=	<u>\$100.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$650.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$35,333.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$98.00</u>

TOTAL FIXED FEE: \$35,431.00

VI. SUBCONTRACTS:

A. ESTIMATE OF HAZARDOUS MATERIAL SURVEY: \$15,000.00

B. ESTIMATE OF SUBSURFACE INVESTIGATION & TESTS:

1	MOBILIZATION/DEMOBILIZATION:	LUMP SUM	=	\$0.00
2	PAVEMENT CORES:	4 EACH @	\$50.00 =	\$200.00
3	CONTINUOUS SAMPLING:	0 L.F. @	\$18.00 =	\$0.00
4	OBSERVATION WELL:	0 L.F. @	\$15.00 =	\$0.00
5	TEST PITS:	6 EACH @	\$250.00 =	\$1,500.00
6	FIELD CBR:	4 EACH @	\$250.00 =	\$1,000.00
7	FIELD DENSITY TESTS:	4 EACH @	\$35.00 =	\$140.00
8	MECHANICAL ANALYSIS:	0 EACH @	\$35.00 =	\$0.00
9	LABORATORY PROCTORS:	0 EACH @	\$100.00 =	\$0.00
10	LABORATORY CBR, 1 PT.:	3 EACH @	\$150.00 =	\$450.00
11	LABORATORY CBR, 3 PT.:	3 EACH @	\$350.00 =	\$1,050.00
12	ATTERBERG LIMITS:	0 EACH @	\$55.00 =	\$0.00
13	NATURAL MOISTURE CONTENT:	0 EACH @	\$6.00 =	\$0.00
14	HYDROMETER ANALYSIS:	0 EACH @	\$60.00 =	\$0.00

TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS: \$4,315.00

VII. TOTALS:

A. ESTIMATE OF MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE: \$290,952.00

## SCHEDULE "C"

### C&S ENGINEERS, INC

### AGREED OVERHEAD

	ALLOWABLE COST	% OF DIRECT LABOR
<b>SALARY OVERHEAD (PAYROLL BURDEN)</b>		
Vacation & Holiday	2,000,000.00	15%
Sick & Personal	306,000.00	2%
FICA Taxes	1,700,000.00	12%
U. E. Taxes	235,000.00	2%
WC Insurance	130,000.00	1%
Group Insurance	1,500,000.00	11%
Bonus	1,600,000.00	12%
Employee Benefits	700,000.00	5%
Payroll Preparation	45,000.00	0%
<b>TOTAL SALARY OVERHEAD</b>	<b>8,216,000.00</b>	<b>60%</b>
<b>GENERAL &amp; ADMINISTRATIVE OVERHEAD</b>		
Indirect Labor	2,700,000.00	20%
Clerical & Administrative	2,200,000.00	16%
Project Development	2,600,000.00	19%
Training & Recruitment	300,000.00	2%
Office Supplies & Equipment Leases	1,814,000.00	13%
Travel & Auto Expenses	925,000.00	7%
Insurance	250,000.00	2%
Depreciation	780,000.00	6%
Rent , Janitorial, & Maintenance	1,830,000.00	13%
Utilities	190,000.00	1%
Telephone	380,000.00	3%
Dues & Fees	400,000.00	3%
Workshops, Seminars, & Education	125,000.00	1%
Legal & Accounting	90,000.00	1%
<b>TOTAL GENERAL &amp; ADMINISTRATIVE</b>	<b>14,584,000.00</b>	<b>106%</b>
<b>TOTAL OVERHEAD</b>	<b>22,800,000.00</b>	<b>166%</b>
<b>TOTAL DIRECT LABOR</b>	<b>13,700,000.00</b>	

## SCHEDULE "D"

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION**

**SELECTION OF CONSULTANTS**

<i>(Sponsor)</i>	<i>(Airport)</i>	<i>(Project Number)</i>
Oneida County	Griffiss International Airport	FAA No. 3-36-0119-XX-XX
<i>(Work Description)</i>		
Rehabilitation of Buildings 785,786		

Title 49, United States Code, Section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. For contracts over \$100,000, consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contact provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

County of Oneida

Name of Sponsor

William Applebee, – Airport Engineer

Name and Title

William Applebee

Signature

9-25-12

Date

**END OF SCHEDULE**



**SCHEDULE E**

**(RESOLUTION TO BE INSERTED)**

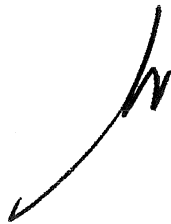
**SCHEDULE G**

**CERTIFICATION OF CONSULTANT**

I hereby certify that I am the Facilities Services Group Manager and duly authorized representative of the firm of C&S Engineers, Inc., whose address is 499 Col. Eileen Collins Blvd., Syracuse, New York, and that neither I nor the above firm I here represent has:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Contract.
- B. agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- C. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the FAA of the United States Department of Transportation, in connection with this Contract, involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.



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Jeffrey D. Palin, P.E.  
Facilities Services Group Manager

9/14/12

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Date

**END OF SCHEDULE**

## SCHEDULE H

### AIRPORT AID PROGRAM

#### Contractor Contractual Requirements

#### Civil Rights Act of 1964, Title VI – 49 CFR Part 21

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a programs set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanction as it or the FAA may determine to be appropriate, including but not limited to --
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### Disadvantaged Business Enterprise (DBE) Assurances 49 CFR Part 26

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds under this agreement.
2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

#### Airport and Airway Improvement Act of 1982, Section 520 General Civil Rights Provisions

## 49 U.S.C. 47123

The contractor assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### **Access to Records and Reports 49 CFR Part 18.36(i)**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### **Rights to Inventions 49 CFR Part 18.36(i)(8)**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

### **Lobbying and Influencing Federal Employees 49 CFR Part 20, Appendix A**

- (1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

### **Trade Restriction Clause 49 CFR Part 30**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **Termination of Contract 49 CFR Part 18.36(i)(2)**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **Breach of Contract Terms 49 CFR Part 18.36**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **Davis – Bacon Act Provisions**

1. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision(s) of the

Secretary of Labor which is (are) attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision(s) shall be posted by the contractor at the site of the work in a prominent place where it (they) can be easily seen by the workers. For the purpose of this paragraph, contributions made or costs reasonably anticipated under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subparagraph 4 below. Also for the purpose of this paragraph, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period [29 CFR 5.5(a)(1)(i)].

2. Any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination(s) and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination(s), and a report of the action taken shall be sent by the SPONSOR to the FAA for approval and transmittal to the Secretary of Labor. In the event that the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for final determination [29 CFR 5.5(a)(1)(ii)].
3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for determination [29 CFR 5.5(a) (1)(iii)].
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract. Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

END OF SCHEDULE

**ADDENDUM**

THIS ADDENDUM, entered into on this \_\_\_ day of \_\_\_\_\_,  
between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor,  
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as  
CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease,  
amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing  
have recommended the inclusion of the standard clauses set forth in this Addendum to be  
included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the  
following clauses which are hereby made a part of the Contract.

**1. Executor or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to  
anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal  
Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.



- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
    - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  - 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - 5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.



## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

**C&S Engineers, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Oneida County Executive

Name: Jeffrey D. Palin, P.E.

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

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

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

September 26, 2012

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

FN 20 18 - 391

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

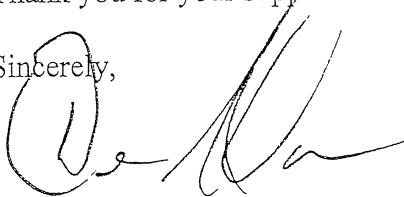
On September 12, 2012, the Oneida County Board of Acquisition & Contract accepted a proposal from C&S Engineers for \$98,300.00 to prepare plans and specifications for reconstruction of the following bridges and structures.

Replace Structure C1-70, Redfield Road over Perry Brook  
Replace Structure C2-70, Redfield Road over Spellicy Brook.  
Replace BIN 3311020, Steuben Valley Road over Branch Steuben Creek.  
Replace Structure C1-18A, Doolittle Road over Sauquoit Creek  
Rehabilitation of BIN 3311400, South Street over Branch Oriskany Creek

Please review the enclosed contract for the above mentioned services and if acceptable forward to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

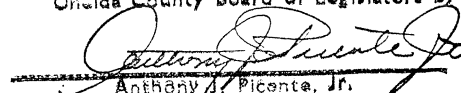


Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner



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

  
Anthony J. Picente, Jr.  
County Executive

Date 10/9/12

# Oneida County DPW Contract Summary

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

Commodity and/or Labor Contract \_\_\_\_\_  
Professional Services Contract X  
NYSOGS Contract \_\_\_\_\_  
Competitive Bid or Proposal X  
Sole Source \_\_\_\_\_

Board of Legislators Approval Required Yes

Name of Contracting Organization: **C&S Companies**  
**499 Col. Eileen Collins Blvd.**  
**Syracuse, NY 13212**

Title of Activity or Service: **Professional Consulting (Design) Services**

Description of Proposed Services: **Provide design services for the following bridge and structure projects:**

- Replace Structure C1-70, Redfield Road over Perry Brook**
- Replace Structure C2-70, Redfield Road over Spellicy Brook.**
- Replace BIN 3311020, Steuben Valley Road over Branch Steuben Creek.**
- Replace Structure C1-18A, Doolittle Road over Sauquoit Creek**
- Rehabilitation of BIN 3311400, South Street over Branch Oriskany Creek**

Total Funding Requested: \$98,300.00

Account Number H374

Proposed Funding Source: Federal \_\_\_\_\_  
State \_\_\_\_\_  
County 100%  
Other \_\_\_\_\_

Oneida County Department Staff Comments: \_\_\_\_\_

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN  
The County of Oneida  
AND  
C&S Engineers, Inc.

TO: Prepare plans and specifications for:

1. Replacement of Structure C1-70, Redfield Road over Perry Brook, Town of Florence and Replacement of Structure C2-70, Redfield Road over Spellicy Brook, Town of Florence
2. Replacement of BIN 3311020, Steuben Valley Road over Branch Steuben Creek, Town of Steuben
3. Replacement of Structure C1-18A, Doolittle Road over Sauquoit Creek, Town of Paris
4. Rehabilitation of BIN 3311400, South Street over Branch Oriskany Creek, Town of Westmoreland

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **THE COUNTY OF ONEIDA**, with its principal office for the transaction of business at 800 Park Avenue, in the City of Utica, County of Oneida, and State of New York (hereinafter referred to as the "**County**") and **C&S Engineers, Inc.**, a company organized under the laws of the State of New York, having its principal office for the transaction of business at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212, (hereinafter referred to as the "**Consultant**"), meaning any single or combination of Architect, Engineer or land Surveyor.

WITNESSETH THAT:

WHEREAS, the **County** desires to prepare plans and specifications for **Replacement of Structure C1-70, Redfield Road over Perry Brook, Town of Florence and Replacement of Structure C2-70, Redfield Road over Spellicy Brook, Town of Florence; Replacement of BIN 3311020, Steuben Valley Road over Branch Steuben Creek, Town of Steuben; Replacement of Structure C1-18A, Doolittle Road over Sauquoit Creek, Town of Paris; Rehabilitation of BIN 3311400, South Street over Branch Oriskany Creek, Town of Westmoreland** in Oneida County, New York; and

WHEREAS, the **County** desires to engage the **Consultant** to provide the professional services required for the execution of this project; and

WHEREAS, the **Consultant** in association with other specialty consultants to be approved by the **County** has the expertise required to provide the services included in this agreement and desires to provide the required services, NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree to all parts of this agreement. Furthermore, both parties acknowledge that they have executed this agreement as of the date indicated above. Upon execution of this agreement, the **Consultant** is authorized to proceed with its services unless otherwise provided in this agreement.

COUNTY OF ONEIDA

By:

Anthony J. Picente, Jr.  
Oneida County Executive

C&S ENGINEERS, INC.

By:

Name: James Morrissey, P.E.  
Title: Transportation Service Group Manager

APPROVED AS TO FORM,

Special Assistant County Attorney

# 1. GENERAL

## 1. SCHEDULE

1. The services required by this agreement shall be accomplished within 120 days as stated in Section 3.G. of the RFP, beginning on the day this agreement is executed. It is recognized by both parties that this period of time may be affected by factors beyond the reasonable control of either party. Both parties shall take all reasonable steps to adhere to the time schedule, in which case the delay shall not constitute a default under this agreement.

## 2. DESCRIPTION

1. The project description shall be defined by Section 2. PROJECT DESCRIPTION, of the Request For Proposal for Replacement and Rehabilitation of Bridges and Structures in Oneida County. This Request For Proposal is attached as **Exhibit D**.

## 3. SCOPE OF SERVICES

1. Scope of services shall be defined by Section 3. SCOPE OF SERVICES of the Request For Proposal for Replacement and Rehabilitation of Bridges and Structures in Oneida County. This Request For Proposal is attached as **Exhibit D**. The scope is further defined in Exhibit E.

## 4. INFORMATION AND SERVICES PROVIDED BY ONEIDA COUNTY.

1. The **County** shall furnish the **Consultant** such design parameters and budget information the **County** deems necessary.
2. The Commissioner of Public Works, Oneida County, or a designated agent, is the **County's representative**.
3. The **County** shall provide necessary legal services.
4. The **County** shall provide any archival information that is available and applicable, on which the Consultant may rely in performing services under this agreement.
5. The **County** shall provide materials testing services when required unless otherwise stated in this agreement.

## 5. ADDITIONAL SERVICES PROVIDED BY THE CONSULTANT.

1. The **Consultant** shall supply additional services as requested by the **County** and agreed to by the **Consultant** concerning the Project. When the **Consultant** provides additional services authorized by the **County's** designated representative, those services shall be reimbursed according to **Exhibit B** plus agreed upon expenses. An alternate method of compensation may be established by prior written agreement of both parties.
2. Additional services shall not be performed unless requested and approved in advance by the **County**. Furthermore, **Consultant** shall notify the **County** immediately of potential fee increases. Payment shall not be made for out of scope services performed without prior authorization.

3. Progress payments for out of scope services performed shall be based on the percentage of services completed and/or on completion of major tasks.

## 2. CONSULTANT

### 1. DESCRIPTION OF SERVICES

1. The services to be provided by the **Consultant** shall comply with the accepted practice of the appropriate profession. The execution of this project shall be progressed in accordance with applicable **Oneida County** policies and design criteria, as detailed in Section 3.H. of **Exhibit D**.

### 2. PAYMENT FOR PROFESSIONAL SERVICES

1. The **Consultant** shall be paid by the **County** at the completion of major tasks as listed in the proposal and in accordance with the percentage of services completed, as described in **Exhibit C**.
2. Each payment request shall show the percentage of the services completed and shall be cumulative.
3. The fee amount to be paid the **Consultant** shall be a lump sum fee of \$98,300. **Lump Sum fee shall include any and all reimbursable expenses**. Payments shall be based on the percentage of services completed in accordance with **Exhibit C**.
4. The **County** shall not be assessed additional fees or charges in the event that payment has not been made to the **Consultant** within 45 days.
5. In the event that the project is canceled or suspended by the **County**, the **Consultant** shall be paid for all services performed to date. The **County** shall give 7 days' written notice prior to cancellation.
6. Attached is **Exhibit B**. **Exhibit B** contains typical job titles, salary rate, and billing rate for all personnel associated with this project. **Exhibit B** shall be used to calculate compensation for services performed that are not included in the original Scope of Services. **Exhibit B** shall also be used to calculate any credits to the **County** for services not performed that are included in the original Scope of Services.

### 3. CONSULTANTS INSURANCE COVERAGE

1. The **Consultant** shall, as a minimum, maintain general and professional liability insurance coverage in the following amounts:

1. Professional Liability \$ 1,000,000.00
2. General Liability \$ 1,000,000.00
3. Automobile Liability \$ 1,000,000.00
4. Workman's Compensation - Statutory Limits

2. The **Consultant** shall provide certificates showing compliance with this article and **Oneida County** shall be added named as additional insured.

### 4. OWNERSHIP OF DOCUMENTS

1. Original and generated computer media (excluding general word processing media), drawings and specification manuscripts are to remain title property of the **County** whether or not the project is completed but upon payment in full for **Consultant** services. The **Consultant** may retain copies for reference. These documents shall not be used by the **Consultant** for other projects without prior written approval of the **County**. The **County's** use of this data for purposes other than originally intended without written verification or adaptation by **Consultant** shall be at the **County's** sole risk.
2. The **Consultant** is required to furnish the **County** with as-built plans and specifications on CD-ROM in Microsoft Word and AutoCAD version 2002 or 2010 format, original specifications bound in three ring binders and as-built plans on "D" size Mylar sheets.

### 5. ASSIGNMENT OF SERVICES

1. No portion of this agreement shall be assigned to a subcontractor without approval of the **County**.

### 6. MISCELLANEOUS

#### 1. LITIGATION

1. If the **County** becomes party to any litigation resulting from this project that is not the fault of the **Consultant** and that requires the **Consultant's** services, the additional fee to be paid shall be one that is mutually agreed upon between the **County** and the **Consultant**.

#### 2. WAIVER OF IMMUNITY

1. In compliance with the General Municipal and Finance Laws of New York State, the **Consultant** agrees to sign a waiver of immunity against criminal prosecution.



### 3. LABOR LAW

1. The **Consultant** agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.

### 4. PRINCIPAL PLACE OF BUSINESS

1. For determining applicable laws, the principal place of business of all parties to this agreement is **Oneida County**, New York.

### 5. COST OPINIONS

1. Cost opinions or economic evaluations prepared by the **Consultant** shall be based on experience and judgment. Since the **Consultant** has no control over market conditions or bidding procedures, it cannot either warrant or guarantee that bids, ultimate construction cost, or project economics shall not vary from these opinions.

### 6. HAZARDOUS SUBSTANCES

1. Should the removal and/or containment of hazardous substances be or become an element in this project, it is recognized by all parties that the **Consultant** has had no role nor has it shared in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.
2. The **Consultant** agrees to immediately report any concerns or questions regarding hazardous substances and/or suspected handling or disturbance of hazardous substances to the County Commissioner of Public Works.
3. It is also recognized that **Consultant** is compensated largely on the basis of time spent in rendering services and not on the basis of the legal liabilities created by the risks associated with hazardous wastes or materials.
4. Proposed fees under this agreement do not include any substantial premiums in the nature of reserve for such risks.
5. In consideration of these facts, it is agreed that **County** shall defend, indemnify, and hold harmless **Consultant** from any claim including claims for wrongful death, liability, or defense cost for injuries or losses sustained or alleged by any person or entity whether a part of this agreement or not where the allegations relate in any way to hazardous substances.
6. The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.

### 7. EXHIBIT

1. The following exhibits, attached, constitute a part of this agreement:
  1. Exhibit A, Certification of Consultant
  2. Exhibit B, Consultant Hourly Rate Schedule
  3. Exhibit C, Fee Schedule
  4. Exhibit D, Request for Proposal
  5. Exhibit E, Detailed Description of Services
  6. Exhibit F, Consultant Recycling and Solid Waste Management Form

2. This agreement, including the attached exhibits, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous and/or written representation or agreement with respect to that subject matter.

#### 8. NOTICES

1. Any notice to be given by one party to the other under the term of this agreement shall be in writing and shall be delivered personally or sent by registered or certified first-class mail, postage prepaid and return receipt requested, to the party to be given notice at the address set forth above. Notice shall be deemed given upon receipt; refusal to accept receipt shall constitute notice. Either party may change its notice address by notifying the other party in accordance with the terms of this article.

#### 9. INDEMNIFICATION

1. The **Consultant** shall indemnify and hold the Owner and Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the **Consultant**, its employees and its consultant in the performance of professional services under this Agreement. The **Consultant's** duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

## ADDENDUM

THIS ADDENDUM, entered into on this \_\_\_ day of \_\_\_\_\_, between the County of Oneida, hereinafter known as COUNTY, and a Consultant, subconsultant or subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONSULTANT.

WHEREAS, COUNTY and CONSULTANT have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

**1. Executor or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Consultant or to anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Consultant certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Consultant shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Consultant shall require that the language of this certification be included in the award documents for all subcontracts and that all subconsultant or subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Consultant certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Consultant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Consultants other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Consultant 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 Consultant'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 Consultant's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
    - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Consultant may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

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- d. Drug-Free Workplace (Consultants who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Consultant certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Consultant will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Consultant, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Consultant and the County. In order to assure such privacy and security, the Consultant 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 Consultant, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Consultant to use or further disclose the protected health information that the Consultant handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Consultant may use and disclose protected health information for the Consultant's own proper management and administration; and
  2. The Consultant may provide data aggregation services relating to the health care operations of the County.
- c. The Consultant shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Consultant becomes aware;
  4. Ensure that any agents, including a subconsultant or subcontractor, to whom the Consultant provides protected health information received from, or created or received by the Consultant on behalf of, the County agrees to the same restrictions and conditions that apply to the Consultant 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 Consultant on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Consultant on behalf of, the County that the Consultant still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Consultant agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Consultant has violated a material term of this Contract.

## **5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Consultant or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Consultant may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.



**6. Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Consultant shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Consultant's employees nor the employees of its subconsultant or subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Consultant and its subconsultant or 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 Consultant understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent

to payment by the County of any County approved sums due and owing for work done upon the project.

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Consultant affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Consultant further affirms that, at the time the Consultant submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Consultant's behalf.

**10. Records.**

The Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Consultant within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Consultant shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. Prohibition on Purchase of Tropical Hardwoods.**

The Consultant 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 Consultant to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subconsultant or subcontractor, the prime Consultant will indicate and certify in the submitted bid proposal that the subconsultant or subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Consultant to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subconsultant or subcontractor under a contract to the prime Consultant or higher tier subconsultant or subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Consultant shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Consultant shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Consultant in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Consultant agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Consultant or expenditures made by the Consultant for which reimbursement is made to the Consultant by the County. The Consultant shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Consultant has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Consultant shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Consultant, any person signing on behalf of any Bidder/Consultant and any assignee or subconsultant or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Consultant and any subconsultant or subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Consultant is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Consultant seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Consultant is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Consultant in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Consultant that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Consultant that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

By: \_\_\_\_\_

Oneida County Executive

**Consultant**

By: \_\_\_\_\_

Name:

JAMES MORRISSEY

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney



Exhibit A

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of **C&S Engineers, Inc.**, a company organized under the laws of the State of New York, having its principal office for the transaction of business at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or

(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be finished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

C&S Engineers, Inc.  
Firm

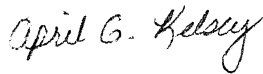
Date: 9.20.2012

Signature: 

Name: James Morrissey, P.E.

Title: Transportation Service Group Manager

Attest:



**APRIL G. KELSEY**  
**Notary Public in the State of New York**  
No. 01KE6028604  
Qualified in Onondaga County  
Commission Expires Aug. 2, 2013

Exhibit B

CONSULTANT HOURLY RATE SCHEDULE

Title	Payroll Cost x Multiplier	Overtime Category
Service Group Manager (SGM)	\$176	A
Managing Engineer (ME)	\$135	B
Senior Project Engineer (SPE)	\$100	B
Project Engineer (PE)	\$92	B
Engineer (Engr)	\$87	B
Designer/Technician/Drafter (Tech)	\$60	C
Technical Typist (TT)	\$60	C

**Overtime Policy**

- A indicates no compensation for overtime
- B indicates compensation at straight time for overtime
- C indicates rate times 1.5 for overtime

NOTES: Salary Schedule is effective through December 31, 2012.

**Reimbursable Expenses**

Mileage Costs \$0.555/mile

Construction Inspection Contingency Budget Staffing Hours			
Task	Job Title	Est. Hours	Est. Cost
6	SGM	1	\$ 176.00
	SPE	4	\$ 400.00
	PE	24	\$ 2,208.00
	Tech	16	\$ 960.00
	TT	2	\$ 120.00
	<b>Estimated Hours</b>		47
	<b>Asbestos Testing</b>		\$ 900.00
	<b>Travel Expenses</b>		\$ 200.00
	<b>Total Est. Cost</b>		\$ 4,964.00
	<b>BUDGET</b>		\$ 5,000.00

**Task 6 Description**

- 1) Shop Drawing Review and Acceptance
- 2) Project Site Visits
- 3) Consultation
- 4) Asbestos Screening/testing



**Exhibit C**  
**FEE SCHEDULE**

In accordance with Section 5.A of Exhibit D, Consultant Services shall be divided into sequential phases. The percentage of fee assigned to each phase is as follows:

Total Design Fee (without Construction Phase Contingency):	\$	78,300.00
Construction Phase Contingency:	\$	20,000.00
Total Contract Amount/Total Lump Sum Fixed Fee:	\$	98,300.00

Phase	Percentage Work	Percentage of Fee
(1) Implementation, Design Development and Final Review	60%	\$ 46,980.00
(2) Bid Documents and Public Bidding	30%	\$ 23,490.00
(3) Construction Phase	*Contingency Fund*	\$ 20,000.00
(4) Record Drawings	10%	\$ 7,830.00
Total Lump Sum Fixed Fee		\$ 98,300.00

Exhibit D

REQUEST FOR PROPOSAL

# Oneida County Department of Public Works

Division of Engineering  
6000 Airport Road, Oriskany, New York 13424-0400

## Request For Proposal Design Services for **REHABILITATION / REPLACEMENT OF VARIOUS BRIDGES AND STRUCTURES IN ONEIDA COUNTY**

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1. Replacement of Structure C1-70, Redfield Road over Perry Brook, Town of Florence and Replacement of Structure C2-70, Redfield Road over Spellicy Brook, Town of Florence.
  2. Replacement of BIN 3311020, Steuben Valley Road over Branch Steuben Creek, Town of Steuben.
  3. Replacement of Structure C1-18A, Doolittle Road over Sauquoit Creek, Town of Paris.
  4. Rehabilitation of BIN 3311400, South Street over Branch Oriskany Creek, Town of Westmoreland.
- 

July 2012

A REQUEST FOR PROPOSAL FOR DESIGN SERVICES

## 1. INTRODUCTION

- A. The County of Oneida requests proposals from Consultants with demonstrated experience in similar projects. This Request for Proposal (RFP) is for all Engineering Design Services for:

### Replacement of Various Bridges and Structures in Oneida County.

- Project 1. Replacement of Structure C1-70, Redfield Road over Perry Brook and Replacement of Structure C2-70, Redfield Road over Spellacy Brook.*
- Project 2. Replacement of BIN 3311020, Steuben Valley Road over Branch Steuben Creek, Town of Steuben.*
- Project 3. Replacement of Structure C1-18A, Doolittle Road over Sauquoit Creek, Town of Paris.*
- Project 4. Rehabilitation of BIN 3311400, South Street over Branch Oriskany Creek, Town of Westmoreland.*

Responses to this Request for Proposal (RFP) must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to [mlaramie@ocgov.net](mailto:mlaramie@ocgov.net) or via mail on a CD to:

Oneida County Department of Public Works  
Division of Engineering  
6000 Airport Road  
Oriskany, New York 13424-0400  
Attn: Mark E. Laramie, P.E., Deputy Commissioner

- C. Packages containing proposals must be marked "**Replacement of Various Bridges and Structures in Oneida County**".
- D. Proposals are due at the above address no later than 2:00 p.m. on **August 9, 2012**.
- E. Questions relating to this proposal should be directed to Timothy Decker of the Oneida County Department of Public Works at 315-793-6228.

## 2. PROJECT DESCRIPTION

- A. Structures selected will be replaced in their entirety, or as noted herein. The selected Consultant will design a complete bridge system suited to the individual locations. The Consultant will be responsible for designing the most cost effective, aesthetically pleasing, and functional bridge system.
- B. Structures selected for replacement are as noted in the following narrative.
- C. Where practical, replacement structures will be constructed wholly within existing right-of-way limits.

- D. Temporary easement limits to facilitate construction will be defined on the construction plans. Right of way acquisition maps and descriptions, where necessary, will be prepared by the selected consultant. A separate agreement, between the county and consultant will be secured to prepare maps if necessary. Oneida County will secure agreements for easements and/or right of way acquisitions with the affected property owners.

### PROJECT NARRATIVE

**a. Replacement of Structure C1-70, Redfield Road over Perry Brook and Replacement of Structure C2-70, Redfield Road over Spellicy Brook.**

Structure C1-70 is a concrete box culvert (10 ft. span x 3 ft. rise) with extensions consisting of I-beams and concrete slabs both upstream and downstream.

Structure C2-70 is a laid up stone arch (8 ft. span x 6 ft. rise) with concrete box extension on one side.

**b. Replacement of BIN 3311020, Steuben Valley Road over Branch Steuben Creek, Town of Steuben.**

Existing bridge is 33 ft. long single span with steel I-beams supported on concrete abutments and wingwalls. The deck consists of transverse precast concrete planks with asphalt overlays.

**c. Replacement of Structure C1-18A, Doolittle Road over Sauquoit Creek, Town of Paris.**

Existing structure is a concrete box culvert (8 ft. span x 4.5 ft. rise). The structure is in close proximity to a railroad grade crossing.

**d. Rehabilitation of BIN 3311400, South Street over Branch Oriskany Creek, Town of Westmoreland.**

Existing structure is a two cell concrete box culvert (10 ft. span x 8 ft. rise) on a 30 deg. skew to the roadway. Rehabilitation will consist of removal and replacement of deteriorated concrete and reinforcing, resetting or replacing the existing box beam culvert railing, removal of bituminous overlays and installation of a waterproofing membrane on the top of the box culvert, and associated work.

### 3. SCOPE OF WORK

- A. The Consultant selected for these projects shall be required to prepare plans and bid specifications for the projects, as described in Section 2, Project Description, and as determined by the County of Oneida.
- B. Plans and bid specifications shall be prepared in accordance with applicable New York State Department of Transportation and AASHTO guidelines.
- C. Work shall include plans and bid specifications for all related work as well as all field surveys, subsurface investigations, and tests necessary for a complete project design. A minimum of two soil borings will be performed for each replacement bridge or structure. Cost of soil borings to be included in Lump Sum fee for each bridge or structure. A hydraulic analysis may be required for each replacement bridge or structure. Cost of hydraulic analysis to be included in Lump Sum fee for each bridge or structure.
- D. **Without exception**, the Consultant shall be responsible for preparing and securing **all permits** in association with the construction of this project. The County of Oneida shall pay for all permits.

- E. Consultant shall be responsible for securing current New York State Schedule of Wage Rates for this project and distributing subsequent updates to all parties involved throughout construction.
- F. Consultant shall be responsible for securing and preparing necessary contract documentation as required by New York State Department of Transportation guidelines (i.e., equal employment opportunity guidelines, etc.) when necessary.
- G. Plans and specifications shall be ready for bid **no later than 120 days after execution of an agreement for consultant services.**
- H. Work shall be completed in accordance with the following criteria. The most current editions of the following reference manuals shall prevail:
  - (1) NYSDOT:
    - (a) HS-25 Live Load Rating
    - (b) The Environmental Manual
    - (c) Standard Specifications for Construction and Materials
    - (d) Highway Design Manual - Volume 1, 2 and 3
    - (e) Manual of Uniform Traffic Control Devices
    - (f) Policy on Geometrics of Structures
    - (g) Standard Specifications for Highway Bridges
    - (h) Standard Details for Highway Bridges
    - (i) Engineering Instructions / Bulletins
  - (2) AASHTO:
    - (a) Standard Specifications for Highway Bridges
    - (b) Policy on Geometric Design of Highways and Streets
  - (3) Any other applicable NYSDOT or AASHTO guideline.
- I. Generate formal minutes for all meetings. Minutes shall be distributed to the County of Oneida and all other parties involved. The following statement shall be included in the Meeting Minutes:
 

"These minutes convey our understanding of items discussed and agreements reached during this meeting. We shall assume that understanding is correct unless written notice to the contrary is directed to us within ten (10) days of the above date of issue."
- J. Consultant services shall be divided into the following sequential phases:
  - (1) Implementation
    - (a) Confer with the County and review recommendations/requirements of the project to arrive at a mutual understanding of the scope of the project.
    - (b) Inspect site and review existing data available for project development.
    - (c) Analyze various design alternatives with regards to cost and schedule. Submit results to the County for review and selection.
  - (2) Design Development
    - (a) Verify design alternative selected by the County.

- (b) Prepare preliminary drawings and specifications sufficient to permit review and approval by the County or its representatives.
  - (c) Review and incorporate comments and revisions into design.
  - (d) Provide a detailed statement of probable construction cost.
- (3) Comments, Revisions and Final Review
- (a) Submit drawings and specifications for approval to all agencies concerned. Including, but not limited to, Oneida County and governing New York State permitting agencies.
  - (b) Review and incorporate comments and revisions into design.
  - (c) Provide a detailed statement of probable construction cost.
  - (d) Provide all information generated during design development. Include as a minimum All hand calculations. Computer program outputs (hydraulic analysis, etc.). Subsurface information and bearing capacity analysis. ASCII survey coordinate file.
- (4) Bid Documents
- (a) Prepare final design drawings, specifications and bid documents stamped and signed by a Professional Engineer registered with the State of New York, in the format previously approved by the County.
  - (b) Deliver original manuscripts and drawings to County within ten days after final review of preliminary drawings.
  - (c) Provide two (2) diskettes containing entire bid document (plans and specifications), for each project, in Adobe Acrobat (.pdf) format.
- (5) Public Bidding
- (a) The County of Oneida shall reproduce and distribute all construction documents.
  - (b) Assist in the bidding process by answering questions submitted by bidders and provide Addendums when necessary.
  - (c) Review bids submitted by contractors and forward recommendation to the County.
- (6) Construction Phase
- (a) All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review & approval and provide additional services when requested. The cost for these services shall be funded through a contingency fund of \$5,000.00 for each bridge or structure project. **This contingency fund shall be included in the proposed fee for each bridge or structure project.** The Consultant shall provide a schedule defining hourly rates for each individual assigned to this project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall

receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Provide this information on a separate sheet titled "Schedule A.

(7) "Record" Drawings

- (a) Upon completion of a project, assemble all job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.
- (b) Revise original drawings and specifications to accurately depict the "as-built" condition of the project.
- (c) Deliver to Oneida County copies of "as-built" drawings on 4mil, double matte, polyester film. Also, required shall be "as-built" drawings on "disk" in AutoCAD version 2002 or 2010 format.

**4. TERMS AND CONDITIONS**

- A. The projects outlined in this proposal shall be awarded by the County of Oneida.
- B. The County is not liable for costs incurred prior to the issuance of an executed contract and/or notice to proceed.
- C. Firms responding to the RFP may be designated for interview with the County.
- D. The contents of the successful firm's proposal may become part of the contractual obligations if deemed appropriate by the County.
- E. The County reserves the right to accept or reject any or all proposals when it is considered to be in the best interest of the County to do so.
- F. The successful Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.
- G. The contracts entered into, as a result of this Request for Proposal, shall be between the selected firm and the County of Oneida.

**5. PAYMENT FOR SERVICES**

- A. This fee proposal shall indicate a lump sum fixed fee. Payments shall be made on the basis of work completed. The following schedule of values shall be applied:

Implementation, Design Development & Final Review	60%
Bid Documents and Public Bidding	30%
Construction Phase	See Section 3.J.6.a
Record Drawings	<u>10%</u>
Total	100%

- B. Construction Phase. This fee proposal shall indicate hourly rates for all personnel associated with the project and estimated total hours for each person using an appropriate construction schedule for each project. Information must be in tabular form and include a grand total. Payments shall be made on the basis of work completed. Provide this information on a separate sheet titled "Schedule A"



**6. CONSULTANT LIABILITY**

- A. A statement of liability limits including malpractice must be attached. This statement must include Professional Liability Insurance coverage of at least One Million (1,000,000) dollars. Oneida County shall be named additional insured on all General Liability policies.

**7. REIMBURSABLE EXPENSES**

- A. There shall be no reimbursable expenses. Miscellaneous expenses incurred must be included in lump sum fixed fee(s) and/or hourly rates.

**8. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS**

- A. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at the County's sole risk.

**9. WAIVER OF IMMUNITY**

- A. The successful A/E shall be required to sign a Waiver of Immunity against criminal prosecution.

**10. PRINCIPAL PLACE OF BUSINESS**

- A. The principal place of business for determining applicable laws is Oneida County, New York.

**11. SPECIAL CONDITIONS**

- A. Qualification Statement - The Consultant shall be required to submit documentation describing the firm's single most relevant project supporting that firm's belief that their's is the best choice for the County. This may include specific "qualifying" information requested by the County and other documentation the firm considers relevant. You may also submit additional supporting written or visual materials, brochures, etc., if it helps to supplement the firm's credentials. PLEASE DO NOT SUBMIT IRRELEVANT DATA OR INFORMATION.
- B. Project Proposals Shall Include
  1. Understanding of the Scope of the project.
  2. Team members, their roles, and applicable work experience.
  3. Consultant Qualifications.
  4. Proposed project schedule, including major tasks and target completion dates.
  5. Technical approaches in accomplishing the work.
- C. Consultant shall have either on staff, or as a consultant, persons with specific experience in the following disciplines:
  1. Specification Writing - Familiarity with the New York State Department of Transportation Standard Specifications for Construction and Materials
  2. Structural Engineering / Bridge Design

3. These persons/consultants shall be described in the proposal.
- D. Consultant shall have on staff, or as a consultant, a Professional Engineer recognized by the New York State Education Department. A brief resume of this individual shall be provided with the proposal.

## **12. SELECTION PROCESS**

- A. The County shall review all proposals received and reserve the right to select firm(s) for further presentation and interview.
- B. The following criteria shall be used in the selection process.
1. Approach to Project:
    - (a) Understanding of project scope
    - (b) Understanding of implied or required activities
    - (c) Reasonableness of proposed approach
    - (d) Proposed work schedule
  2. Experience/Qualifications of Project Personnel and Consultants:
    - (a) Previous experience with governmental agencies.
    - (b) Previous experience with similar projects.
    - (c) Project staff experience with similar projects
    - (d) Project management expertise.
  3. Credentials of Firm:
    - (a) Reference/client assessment of previous performances
    - (b) General project experience
    - (c) Demonstrated ability to keep projects on schedule
    - (d) Firm's most significant relevant project
  4. Level of Effort
    - (a) Commitment of assigned personnel to the project
    - (b) Firm's current workload and availability
  5. Proposal Fee
    - (a) Itemize fee for each structure to include major tasks including subconsultants. At a minimum itemize Soil Borings, Survey & Mapping and Design.
- C. The County shall prepare the contract with the Consultant selected. Any further modifications/addendums to that contract shall be negotiated with the County.

D. Should the County's proposed contract be unacceptable to the firm selected, the County reserves the right to select another firm.

**13. PROPOSAL**

We submit the following fee proposal for Engineering Design Services for:

*Please be sure to include \$5,000.00 Contingency fee for each Project (as described in section 3:J:6:a) in Lump Sum Fee.*

1. Replacement of Structure C1-70, Redfield Road over Perry Brook, Town of Florence and Replacement of Structure C2-70, Redfield Road over Spellicy Brook, Town of Florence.

<i>Amount in Writing</i>	<i>Amount in Words</i>
--------------------------	------------------------

2. Replacement of BIN 3311020, Steuben Valley Road over Branch Steuben Creek, Town of Steuben.

<i>Amount in Writing</i>	<i>Amount in Words</i>
--------------------------	------------------------

3. Replacement of Structure C1-18A, Doolittle Road over Sauquoit Creek, Town of Paris.

<i>Amount in Writing</i>	<i>Amount in Words</i>
--------------------------	------------------------

4. Rehabilitation of BIN 3311400, South Street over Branch Oriskany Creek, Town of Westmoreland.

<i>Amount in Writing</i>	<i>Amount in Words</i>
--------------------------	------------------------

***Note: Projects will be awarded to the consulting firm submitting the lowest total price for each individual project.***

Legal Name of Persons, Firm, or Corporation	Address
---	---------

Signature	Title
-----------	-------

Telephone Number	Date
------------------	------

## Section 7—Fee Proposal

C&S submits the following fee proposal for engineering services. Included in each contract's lump sum fee is a \$5,000.00 contingency fee.



1. Replacement of Structure C1-70, Redfield Road over Perry Brook, Town of Florence and Replacement of Structure C2-70, Redfield Road over Spellicy Brook, Town of Florence.

\$38,740                      Thirty-eight thousand, seven hundred and forty dollars

---

*Amount in Writing*                      *Amount in Words*

### Cost Breakdown

Survey:                      \$5,300  
 Soil Borings:              \$4,800  
 Design:                      \$23,540  
 Expenses:                  \$100  
 Cont.:                      \$5,000 (fixed)

**Total:                      \$38,740**

2. Replacement of BIN 3311020, Steuben Valley Road over Branch Steuben Creek, Town of Steuben.

\$29,940                      Twenty-nine thousand, nine hundred and forty dollars

---

*Amount in Writing*                      *Amount in Words*

### Cost Breakdown

Survey:                      \$2,850  
 Soil Borings:              \$2,400  
 Design:                      \$19,590  
 Expenses:                  \$100  
 Cont.:                      \$5,000 (fixed)

**Total:                      \$29,940**

3. Replacement of Structure C1-18A, Doolittle Road over Sauquoit Creek, Town of Paris

\$29,940                      Twenty-nine thousand, nine hundred and forty dollars

---

*Amount in Writing*                      *Amount in Words*

### Cost Breakdown

Survey:                      \$3,700  
 Soil Borings:              \$2,400  
 Design:                      \$18,740  
 Expenses:                  \$100  
 Cont.:                      \$5,000 (fixed)

**Total:                      \$29,940**



4. Rehabilitation of BIN 3311400, South Street over Branch Oriskany Creek, Town of Westmoreland

\$13,100                      Thirteen thousand, one hundred dollars

---

*Amount in Writing*                      *Amount in Words*

**Cost Breakdown**

Survey:                      \$0  
Soil Borings:                      \$0  
Design:                      \$8,000  
Expenses:                      \$100  
Cont.:                      \$5,000 (fixed)

**Total:                      \$13,100**

5. Below is the total price and price breakdown for the replacement of C1-70, C2-70, and C1-18A.

\$59,990                      Fifty-nine thousand, nine hundred and ninety dollars

---

*Amount in Writing*                      *Amount in Words*

**Cost Breakdown**

Survey:                      \$8,500  
Soil Borings:                      \$6,450  
Design:                      \$34,940  
Expenses:                      \$100  
Cont.:                      \$10,000 (fixed)

**Total:                      \$59,990**

6. Below is the total price and price breakdown for the replacement of all three structures and rehabilitation of BIN 331400.

\$98,300                      Ninety-eight thousand, three hundred dollars

---

*Amount in Writing*                      *Amount in Words*

**Cost Breakdown**

Survey:                      \$10,850  
Soil Borings:                      \$8,200  
Design:                      \$58,950  
Expenses:                      \$300  
Cont.:                      \$20,000 (fixed)

**Total:                      \$98,300**

Exhibit E  
**DETAILED DESCRIPTION OF SERVICES**

**County:** Oneida County Department of Public Works

**Consultant:** C&S Engineers, Inc.

**Survey Subconsultant:** Parker Land Surveying

C&S will perform the following basic services after acceptance of our proposal:

**Project Understanding**

The following structures have been selected to be replaced and rehabilitated by the county:

- Replacement of Structure CI-70, Redfield Road over Perry Brook and Replacement of Structure C2-70, Redfield Road over Spellicy Brook
- Replacement of BIN 3311020, Steuben Valley Road over Branch Steuben Creek, Town of Steuben
- Replacement of Structure C 1-18A, Doolittle Road over Sauquoit Creek, Town of Paris
- Rehabilitation of BIN 3311400, South Street over Branch Oriskany Creek, Town of Westmoreland

C&S will provide professional engineering services for the design, preparation of contract documents, and assistance to the county for advertisement and bid award, and consultation during construction necessary for the replacement or rehabilitation of each structure. C&S will use the following references as appropriate for the development of design:

(1) NYSDOT

- (a) HL-93 Live Load Rating for replacement, HS-20 for rehabilitation
- (b) Environmental Action Plan
- (c) Standard Specifications for Construction and Materials
- (d) Highway Design Manual-Volume 1, 2 and 3
- (e) Manual of Uniform Traffic Control Devices
- (f) Policy on Geometrics of Structures
- (g) Standard Specifications for Highway Bridges
- (h) Standard Details for Highway Bridges
- (i) Engineering Instructions/Bulletins

(2) AASHTO

- (a) Standard Specifications for Highway Bridges
- (b) Policy on Geometric Design of Highways and Streets

(3) Any other applicable NYSDOT or AASHTO guideline.

**Implementation Phase**

C&S will utilize the topographic base mapping obtained by Parker Land Surveying (survey subconsultant) in AutoCAD format for the replacement structures. A survey baseline and benchmarks shall be established that will be reused during construction. Permanent ties shall be established so the control points can be reestablished. The horizontal control can be based on

New York State plane. The vertical control can be based on NAVD 88 datum. Mapping will be in English units. It will not be necessary to survey BIN 3311400 due to the scope of rehabilitation work.

C&S will perform a hydrologic/hydraulic analysis at each structure replacement. The general procedure is as follows:

- Calculate peak discharge using USGS regression equations for BIN 3511020. TR-55 will be used for structures CI-70, C2-70, and CI-18A.
- Conduct site visits to verify drainage boundaries and examine site conditions.
- Using USGS topography and information gathered during site visits, prepare geometric representation of channels downstream from culverts/bridges. Use this information to estimate tailwater conditions for the design storms.
- Perform hydraulic analysis for proposed openings to select a structure size that will meet design parameters. Where attainable, two feet of freeboard will be provided for the 50-year flood elevation.
- Discuss with the county both the downstream and upstream implications of changing the size of the existing opening.
- Identify any channel cleaning/debris removal necessary as part of the structure replacements.

C&S will hire a subcontractor to perform soil borings at structures CI-70, C2-70, BIN 3311020, and C 1-18 to determine subsurface conditions and to assist in foundation design for these structures.

C&S will perform a SEQR review and determine the necessary permits required to complete the project. A description of work will be developed for each structure. In addition, any right-of-way needed (permanent and temporary) for work will be identified. Any required ROW mapping will be included under a separate agreement between C&S and the county. The county will secure any agreements for easements and/or right of way acquisitions.

C&S will summarize the results of our preliminary studies in a brief letter report and make recommendations for the extent of the total project work, meeting with the County if necessary. C&S will include projected schedules and costs for each proposed alternative. The county will review the report, select their preferred project options, and direct C&S to proceed with development of design and contract documents for their chosen alternative.

### **Design and Contract Documents**

C&S will verify the county's choice of alternative prior to commencement of final design and prepare a preliminary plan set and estimate for review by the county. Upon receipt of county comments, C&S will incorporate those plan review comments into a draft final plan. At this time, C&S will prepare draft contract documents and estimates for review and approval by the county and applicable NYS permitting agencies. Comments from this review will be incorporated into a bid document set. All information generated during design development will be provided to the county in an appropriate electronic format (i.e. original AutoCAD base mapping, input/output files for design software, and PDF for all else).

The bid documents will consist of the final design drawings, stamped and signed by a profes-

sional engineer registered in the State of New York, and a proposal book/project specifications. The original documents will be delivered to the county within 10 days of the final review of the draft bid documents, along with two compact disks that contain PDF versions of the entire bid document set. The county will reproduce and distribute all plan sets.

All efforts will be made to combine standard details and drawings for structures that can be bid in groups.

C&S will assist the county with preparing bid proposal documents. Project limits, bridge geometry, substructure type, superstructure and scope of rehabilitation will be determined under Task 1 -Implementation Phase. Design of these elements would be completed under Task 2.

### **Construction Phase**

C&S will perform the following limited services for the project:

1. Review and process shop drawing submittal for various items.
2. Provide site visits at critical/key stages of the work.
3. Provide consultation services to the county.
4. Provide asbestos screening/testing if necessary.

### **As-Built Record Plans**

1. Revise original drawings to accurately depict "as-built" condition of the projects and deliver on 4-mil double matte polyester film and on compact disk in AutoCAD format.

### **Estimating and Design Assumptions**

1. The county will provide all available existing data (record plans, utilities, etc.)
2. The county will provide front-end boilerplate for bid proposal book.
3. The county will provide all available right-of-way information, including adjacent landowners.
4. All project mapping and design elements shall be in English units.
5. All field surveys to be completed prior to snow cover.
6. All projects will be completed with full road closures (off-site detours).
7. Existing horizontal and vertical geometry adjacent to each structure is assumed to be sufficient for the current posted speed.
8. Non-standard roadway features will remain at some sites due to the remainder of the roadway having non-standard features.
9. Proposed roadway widths will be based on existing approach highway sections.
10. CI-70, C2-70 and CI-18A will be replaced with a precast concrete structure (box unit or



three-sided unit) with precast concrete end sections or wingwalls, and precast foundations spread on earth.

11. BIN 3311020 will be replaced with a three-sided precast concrete structure with precast wingwalls and precast foundations spread on earth.
12. For BIN 3311400, visual inspection of the concrete culvert will be performed. Concrete deterioration will be mapped. Concrete cores will not be required. Rehabilitation of the structure will include repairing deteriorated concrete areas inside the culvert barrel, exposing the top of top slab of culvert to apply a waterproof membrane, and resetting or replacing the existing box beam culvert railing. Approach roadway work will be limited to what is necessary to accomplish the rehabilitation. Existing horizontal and vertical geometry adjacent to structure is assumed to be sufficient for current posted speed. No adjustments to existing horizontal or vertical alignment will be made. Transition to existing grades will be accomplished within the limits of work.
13. The county will coordinate all utility relocation and conduct all negotiations with utility owners.
14. Overhead and underground utilities are in the vicinity of structures C1-70 and C2-70 that may require temporary/permanent relocation.
15. Overhead utilities are in the vicinity of BIN 3311020 that may require temporary/permanent relocation. There are no subsurface utilities at this site.
16. Due to the close proximity of the railroad to structure C1-18A there may be subsurface utilities in the vicinity of the structure that require temporary/permanent relocation.
17. Overhead and underground utilities are in the vicinity of BIN 3311400. There is a gas main attached to the north side of the bridge that may require relocation, protection or temporary support during construction.
18. Soil borings shall be taken for the purpose of determining the bearing capacity of in-situ soils and depth to bedrock. A subcontractor hired by C&S will perform the borings. The county will provide work zone traffic control for the boring operations. Additional assumptions include:
  - Two soil borings at structures C1-70, C2-70, C1-18A, and BIN 3311020 will be taken to 30 feet with standard sampling and one rock core (5-foot run) at each boring location. Soil testing is not included.
  - Costs for soil borings are estimates only; actual field conditions may require additional boring depths and soil testing. If adverse soil conditions are encountered, additional costs may be incurred.
19. No threatened and endangered and species will be discovered within the project areas.
20. Projects will be considered TYPE II under SEQR.
21. A hazardous material screening is not required.
22. Projects will have no effect to adjacent wetlands, no wetland delineation or mitigation. If wetland survey and mapping is required, it will be handled by a supplemental agreement.

23. Stream work will be limited to stone fill on stream banks for all replacement structures.
24. Asbestos sampling to be included in Task 6 using contingency funds, see Schedule A.
25. Only a cultural resource screening will be necessary at each site. If additional investigation is required by SHPO it will be handled by a supplemental agreement.
26. Downstream channel conditions can be accurately estimated based on survey, USGS topography, and site visits.
27. C&S will not be responsible for addressing any existing erosion problems located at a distance greater than 100 feet from each structure.
28. C&S will be made aware of any current issues at the existing structures, including but not limited to flooding, erosion, structural failure, litigation, etc.
29. SWPPP/NOI will not be required (disturbance less than one acre).
30. No stream realignment will be required for any structure.
31. It is assumed that a joint application for permit from DEC and USACE will be sufficient for permitting at each site.
32. Assume no load rating of the existing structure is required for BIN 3311400.
33. Submittals will consist of
  - Preliminary plans (Le. plan, elevation/profile; typical section) for the purpose of county approval of design.
  - Pre-final plans (all drawings) for the purpose of county comments.
  - Final plans (all drawings, estimates, and project manual) for the purpose of county letting.
34. Consultant shall coordinate with railroad as necessary for structure C1-18A.

Exhibit F

CONSULTANT RECYCLING  
AND  
SOLID WASTE MANAGEMENT FORM  
FOR ONEIDA COUNTY CONTRACTS

*The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling (111(1) solid waste management provision in Oneida County con trace All waste and recyclables generated by the con trading party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.*

**REGULATORY COMPLIANCE**

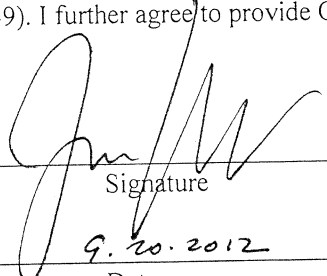
- (a) The Consultant agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No.249 of May 26, 1999, the Consultant agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Consultant and any sub-consultants. Upon awarding of this contract, and before services commences, the Consultant will be required to provide Oneida County with proof that Resolution No.249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Consultant and any sub-consultants in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**STATEMENT**

"I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

James Morrissey, P.E.  
Printed Name of Signee

Transportation Service Group Manager  
Title

  
Signature

9.20.2012  
Date



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MB

DATE (MM/DD/YYYY)

09/13/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble	585-385-0428	CONTACT NAME:	
	585-662-5755	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	C&SCO-1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED C&S Engineers, Inc. 499 Col. Eileen Collins Blvd Syracuse, NY 13212-3930	INSURER A : XL Specialty Insurance Co.		37885
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	A/E E&O and Pollution Liab.		DPR9698252 RETRO DATE 01/01/1968	01/01/12	01/01/13	PER CLAIM	5,000,000
						AGGREGATE	6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. All operations of the named insured. 2012 Design Services County Funded Bridge Replacement/rehabilitaion Project.

CERTIFICATE HOLDER  Oneida County 800 Park Avenue Utica, NY 13501-2976	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>MaryBeth Rumble</i>

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown - Empire State 500 Plum Street, Ste. 200 Syracuse NY 13204	CONTACT NAME: Sherilyn Cook	FAX (A/C, No): 315-703-9273	
	PHONE (A/C, No, Ext): 315-474-3374 X360	E-MAIL ADDRESS: scook@bbempirestate.com	
INSURED CSENG-1 C&S Engineers, Inc.; C&S Architects, Engineers & Landscape Architect, PLLC 499 Colonel Eileen Collins Blvd Syracuse NY 13212	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Co.		19682
	INSURER B: Hartford Casualty Ins Co		29424
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 219046400

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	01UUNKP0625	7/1/2012	7/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	01UUNKP0625	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	01XHUJX8821	7/1/2012	7/1/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	01WEDQ7378	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2012 Design Services for County-Funded Bridge Replacement/Rehabilitation Projects.  
JFM-TRANS

See Attached...

**CERTIFICATE HOLDER**

Oneida County  
800 Park Avenue  
Utica NY 13501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Brown & Brown - Empire State		NAMED INSURED C&S Engineers, Inc.; C&S Architects, Engineers & Landscape Architect, PLLC 499 Colonel Eileen Collins Blvd Syracuse NY 13212	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

**GENERAL LIABILITY:**

Additional Insured, including completed operations, on a Primary and Non-Contributory basis and Waiver of Subrogation (only if agreed to in a written contract with the Named Insured) applies per attached "Commercial General Liability Coverage Form" HG 00 01 06 05.

**AUTOMOBILE:**

Additional Insured and Waiver of Subrogation (only if agreed to in a written contract with the Named Insured) applies per attached "Additional Insured and Rights of Recovery Against Others" form HA 99 17.

**WORKERS' COMPENSATION:**

Waiver of Subrogation (only if agreed to in a written contract with the Named Insured) applies under the Workers' Compensation policy per attached form WC 00 03 13.

**UMBRELLA:**

Coverage follows form.

have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors of Land or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds; this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".



#### f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

#### 1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

#### 2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

#### 3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

#### 4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

#### 5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

#### 6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### 7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

#### 8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

###### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

###### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

###### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

###### **d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

###### **e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

###### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

###### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

##### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

##### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

##### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

##### (5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

##### (6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

##### (7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

##### (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

##### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

##### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

##### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

##### a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

#### b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT  
NEW YORK

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any legally incorporated subsidiary that is newly acquired or formed by you, after the effective date of the Coverage Form, and over which you maintain majority ownership, for a period of 180 days, unless you have given us notice of the acquisition or formation. However, the Named Insured does not include any newly formed or acquired organization that is an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and

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- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or  
(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and  
(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

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### 3. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The amount we will pay for any partial "loss" to any hired "auto" is the cost of repairing or replacing the damaged property minus a deductible.

The amount we will pay for any one total "loss" to any hired "auto" is the smaller of the retail value for a substantially similar vehicle, a quotation for a substantially similar vehicle obtained by us from a qualified dealer, or the purchase price, plus the cost of substantiated improvements. However, the most we will pay in the event of a total "loss" to any hired "auto" is \$100,000 (Not applicable to settlements subject to New York State law.) A deductible applies for each covered hired "auto".

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### 4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$40 per day and a maximum limit of \$1200.

### 5. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### 6. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Electronic equipment that is necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- c. Electronic equipment that is an integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
- d. Any other electronic equipment that receives or transmits audio, visual or data signals if such equipment:
  - (1) is permanently installed in a covered "auto" at the time of the "loss"; and
  - (2) is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; and
  - (3) was initially installed or is a replacement of equipment that was initially installed by the auto manufacturer or dealer before the covered "auto" was delivered to the original purchaser; and
  - (4) the value of the equipment was included in the retail cost the original purchaser paid for the covered "auto".

### 7. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

**8. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**9. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**10. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**12. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

**13. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**14. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**15. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**16. HYBRID PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"



c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

00605

\*34B0001KP06250101





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

00184

Policy Number:

Endorsement Number:

Named Insured and Address: C & S ENGINEERS, INC.

499 COLONEL EILEEN COLLINS BLVD  
SYRACUSE, NY 13212

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

BLANKET WAIVER OF SUBROGATION  
AS REQUIRED BY WRITTEN  
CONTRACT.

BLANKET WAIVER OF SUBROGATION  
AS REQUIRED BY WRITTEN  
CONTRACT.

+2100001DF06600101



Countersigned by \_\_\_\_\_ Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

02643

Policy Number:

Named Insured and Address: C & S ENGINEERS, INC.

570 DELAWARE AVE  
BUFFALO, NY 14202

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

\*2100001DF06600712



# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

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

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

October 1, 2012

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

FN 20 12-392  
**PUBLIC WORKS**

Dear County Executive Picente,

## WAYS & MEANS

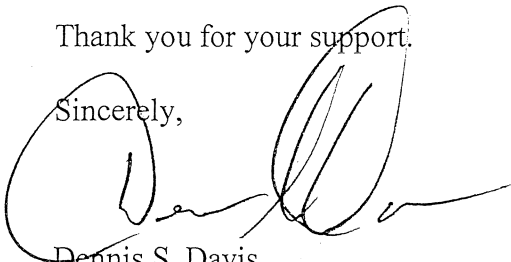
Full redevelopment of the former Oriskany Airfield will require a land release from the Federal Aviation Administration. In accordance with a letter from Steven Urlass, of the FAA, Oneida County must provide an updated reuse plan, an environmental assessment based on this plan, and possibly an update property value appraisal.

Enclosed is an agreement with C&S Companies for \$86,237.00 to provide an updated reuse plan and environmental assessment. An updated property value would be performed under a separate agreement or amendment. In accordance with Resolution #348/F.N. 2009-415, the Oneida County Board of Legislators designated C&S Companies an FAA approved Airport Consultant.

Please consider the enclosed agreement and if acceptable forward to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

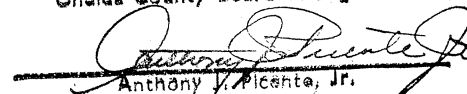


Dennis S. Davis  
Commissioner

cc: Division of Aviation  
Mark E. Laramie, P.E., Deputy Commissioner



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

  
Anthony J. Picente, Jr.  
County Executive

Date 10/9/12

# Oneida County DPW Contract Summary

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

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

Board of Legislators Approval Required   No  

Name of Contracting Organization: **C&S Companies**  
**499 Col. Eileen Collins Blvd.**  
**Syracuse, NY 13212**

Title of Activity or Service: **Professional Consulting Services**

Description of Proposed Services: **Prepare environmental assessment based on updated reuse plan for FAA release of former Oriskany Airfield.**

Total Funding Requested: \$86,237.00 Account Number A1620.4951

Proposed Funding Source: Federal         
State         
County   100%    
Other       

Oneida County Department Staff Comments: \_\_\_\_\_

**COST PLUS FIXED FEE  
CONSULTANT AGREEMENT**

**For An**

**FAA LAND RELEASE APPLICATION**

**And**

**ENVIRONMENTAL ASSESSMENT**

**For The Former**

**ONEIDA COUNTY AIRPORT PROPERTY**

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## COST PLUS FIXED FEE CONSULTANT AGREEMENT

### FAA Land Release Application and Environmental Assessment Oneida County Airport Property

**PROJECT:** FAA Land Release Application and Environmental Assessment for the Former  
Oneida County Airport Property

This Agreement made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2012, is by and between the County Of Oneida, a New York Municipal corporation, having an address at 800 Park Avenue Utica, NEW York 13501 (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

**WITNESSETH:** That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

#### ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project more particularly described in Schedule(s) "A" and A-1, attached hereto and made a part hereof (the "Basic Services").

#### ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE

**A. Basis for Payment**—The SPONSOR shall pay the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services under this Agreement, the following:

**Item I:** Direct Technical Salaries of all employees assigned to the Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all employees working part-time on the Project, all subject to audit. Overtime in accordance with the terms of this Agreement shall be charged under this Item.

The cost of Principals' salaries (or allowable portion thereof) included in Direct Technical Salaries during the period that they are working specifically on the Project (productive time) are eligible if their comparable time is also charged directly to other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost.

**Item II**—Actual Direct Nonsalary Costs incurred during the term of this Agreement, as defined in Schedule(s) "B", attached hereto and made a part hereof, all subject to audit.

**Item III**—Overhead Allowance based on agreed upon overhead during the term of this Agreement,

as set forth in Schedule "C", which is attached hereto and made a part hereof.

**Item IV—Fixed Fee**—A negotiated lump sum fee, which in this Agreement shall equal **\$11,248.28**. This Fixed Fee is not subject to audit, and is not subject to review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

A summary of the monies due the CONSULTANT under Items I, II, III, and IV is set forth in Schedule "B".

**Item V**—In the event of any claims being made or actions being brought against the Project, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

- B. Partial Payments**—The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section "A" of this Article. Monthly invoices shall clearly identify the costs of the services performed. A percentage of the Fixed Fee described in Section "A", Item IV, of this Article shall be paid with each monthly progress payment. The percentage to be used in calculating the monthly payment under Section "A", Item IV, shall equal the ratio of the costs expended during the billing period to the maximum amount payable (exclusive of Fixed Fee) allocated to fulfill the terms of this Agreement as established herein.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under this Agreement and may be subject to periodic and final audit by the SPONSOR,

- C. Final Payment**—Payment of the final invoice shall be made upon completion and acceptance of the Project by the SPONSOR.

The maximum amount payable under this Agreement, including the CONSULTANT's Fixed Fee, shall be **\$86,237.00** unless there is a substantial change in the scope, complexity, character, or duration\* of the Basic Services.

\*Duration is applicable to construction observation only.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR's written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule(s) "A". The estimated time for completion of the Basic Services under this Agreement, subject to the provisions of the following paragraph and of Articles 12, 13, and 23 hereof, shall be as recorded in Schedule(s) "A".

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT's invoice therefor, then the amounts due the CONSULTANT shall be increased at the rate of 1.5% per month from said forty-fifth (45<sup>th</sup>) day. Payments will be credited first to principal and then to interest. Additionally, the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the time schedule set forth in Schedule(s) "A" and compensation set forth in Schedule(s) "B" hereto shall be equitably adjusted to compensate for the period of suspension.

### **ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS**

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, the NYSDOT, and the FAA, if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

### **ARTICLE 4—ENTIRE AGREEMENT**

This Agreement, with its accompanying Schedule or Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

### **ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES**

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

## **ARTICLE 6—CONSULTANT LIABILITY**

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the SPONSOR nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the SPONSOR and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

## **ARTICLE 7—LABOR LAW REQUIREMENTS**

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedules "H" and "I", which are attached hereto and made a part hereof.

The SPONSOR recognizes that the CONSULTANT will be required by the New York State Department of Labor (the "NYS DOL") to compensate its personnel performing field survey work in accordance with applicable state wage rates in effect at the same time services are performed. The SPONSOR understands that the CONSULTANT has no control over these labor rates and their periodic increases. Therefore, the SPONSOR agrees to compensate the CONSULTANT for field survey services included as a part of this Agreement in accordance with the NYSDOL Prevailing Rate Schedule, which is incorporated by reference into this Agreement. Furthermore, the SPONSOR shall compensate the CONSULTANT for all increases in labor costs, including applicable overhead and profit, when those increases occur by direction of the NYSDOL. Billings for, and payments by the SPONSOR of, these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed amount.

## **ARTICLE 8—NONDISCRIMINATION PROVISIONS**

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with all applicable nondiscrimination requirements.

## ARTICLE 9—WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days' written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable worker's compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.
- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT's obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
  1. Liability insurance issued to and covering the liability of the CONSULTANT's subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
  2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
  3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR shall be named as additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

## ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR.

- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

#### ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule(s) "A" ("Additional Services"). The scope and time for performance, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule(s) "B") shall be set forth in such Supplemental Agreement.

#### ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

- A. **ABANDONMENT OR AMENDMENT OF THE PROJECT**—The SPONSOR shall have the absolute right to abandon or to amend its Project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends its Project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary thereby, then the provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the SPONSOR abandons the Project, then the provisions of paragraph B(1)(b) below shall govern payment to the CONSULTANT.

B. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated:

1. **For Cause:**

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

2. **For convenience** by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. PAYMENTS UPON TERMINATION

1. **For Cause:**

- a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule "B". The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.
- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" hereto measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. **For convenience**

If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B". Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

**ARTICLE 13—SUSPENSION OF SERVICES**

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to

reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutively or in the aggregate, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in Schedule(s) "B" because of the passage of time.

#### **ARTICLE 14—INTERCHANGE OF DATA**

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

#### **ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS**

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's or other user's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraphs.

#### **ARTICLE 16—CODE OF ETHICS**

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended, and Schedule "G", which is attached hereto and made a part hereof.

#### **ARTICLE 17—INDEPENDENT CONTRACTOR**

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.



## ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

## ARTICLE 19—NEW YORK STATE PARTICIPATION

The services to be performed in this Agreement are **not** included in a NYSDOT Project, which is being undertaken and accomplished by the SPONSOR and the State of New York and pursuant to which the State of New York has agreed to pay a certain percentage of the allowable Project costs. The State of New York is not a party to this Agreement and no reference in this Agreement to the Commissioner of Transportation or any representative thereof, or to any rights granted to the Commissioner of Transportation or any representative thereof or the State of New York by the Agreement, makes the State of New York a party to this Agreement.

## ARTICLE 20—FEDERAL PARTICIPATION

The FAA is not a party to this Agreement.

Although the CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to time inspect all Project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

## ARTICLE 21—MISCELLANEOUS

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, vendors, agents, officers, and employees, to comply with applicable laws in the jurisdiction in which the Project is located.
- B. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above, and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this paragraph.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.

## ARTICLE 22—SUBCONSULTANTS/SUBCONTRACTORS AND VENDORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by and the FAA.

## ARTICLE 23—FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strikes; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by the CONSULTANT to perform its services hereunder in an orderly and efficient manner, then the CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

## ARTICLE 24—DISPUTE RESOLUTION

- A. The SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under paragraph (B) below. The thirty-day period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to paragraph (A) above, and only if mutually agreed by the SPONSOR and the CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof (“disputes”) shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through it's \_\_\_\_\_, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written, subject to the approval of the FAA.

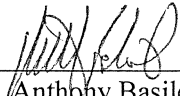
**SPONSOR**

**Oneida County**

**CONSULTANT**

**C&S Engineers, Inc.**

By: \_\_\_\_\_  
Anthony J. Picente,

By: \_\_\_\_\_  
  
Anthony Basile

Title: County Executive

Title: Manager, Airport Services Group

Date: \_\_\_\_\_

Date: 9-26-2012



## SCHEDULE A

### FAA LAND RELEASE APPLICATION SCOPE OF SERVICES FOR THE PROPOSED REDEVELOPMENT AT THE FORMER ONEIDA COUNTY AIRPORT

**Project Title:** FAA Land Release Application and Environmental Assessment  
**Airport Name:** Former Oneida County Airport Property  
**Services:** Planning and Environmental Services

#### Project Description

The project will generally include preparation of a Federal Aviation Administration (FAA) Land Release Application and the necessary environmental clearance documentation for the property in yellow on the attached Exhibit B which was part of the former Oneida County Airport, Oriskany, New York.

#### Land Release Package Documentation

##### Task 1: Identify Documentation Required for Application

C&S Engineers, Inc. (Consultant) will ensure that Oneida County (County) completes and submits the necessary documentation required by the Federal Aviation Administration (FAA) Airport and Airway Improvement Act of 1982 and the Airport Improvement Program (AIP) Handbook to release Airport land. The FAA Airport Eastern Region Airports Division Sponsor Guide Section 3 Land Release requirements attached to this Schedule A will be the basis for the preparation of the land release application. **NO appraisals will be completed.**

##### Task 2: Prepare Documentation Required for Application

C&S will consult with the Federal Aviation Administration to prepare documentation for the formal release request package that satisfies Federal requirements.

The instructions for applying for a land release include information about the following items:

- Obligating grant
- Property description
- Kind of release
- Purpose of the release
- Justification for the release

The formal release request package will include:

- Airport graphics
- Reinvestment agreement (if required)
- Draft instrument of release
- Environmental Assessment

Assumptions:

1. Consultant will provide a legal description (metes and bounds) of the land to be released.
2. If applicable the County will provide a copy of any FAA grant agreement(s) funding the acquisition of the property included in the release application.
3. The County will provide any financial information regarding County funds invested in the redevelopment of Griffiss Airfield.

Upon completion of the package, Consultant will submit a draft to FAA for review. Consultant will schedule one meeting with FAA to determine completeness and address comments. If revisions are necessary, Consultant will prepare a final submission package for the County to submit to FAA for consideration of proposed land release.

**Task 3: Submit Land Release Request Package and Post-Release Phase.**

The completed formal release request package will be reviewed by C&S, the County, and the County's legal counsel. After review, the release application will be submitted to the FAA.

**Environmental Clearance - See Schedule A-1**

**Meetings**

It is anticipated that the following meetings will be needed

1. One meeting (or via conference call) with FAA
2. One meeting with County Officials.

**Schedule**

The Land Release Application and the Environmental Assessment will be completed in Draft form 90 days after receiving written notice to proceed. It is anticipated that FAA will take 60 days to review and provide comments on the Draft submission. Consultant will revise and re-submit final application 14 days after receiving FAA comments.

End of Schedule

## SECTION 3- LAND RELEASE REQUIREMENTS

### Use of Airport Property for Non-Aeronautical Use

Any property described as part of an airport in an agreement with the United States or defined by an Airport Layout Plan (ALP) is considered to be "dedicated" or obligated for airport purposes by the terms of the agreement. In addition, airport sponsors have acquired property for airport purposes with Federal financial assistance under many different programs.

An approved Airport Layout Plan (ALP) or Land Use Plan may indicate that some of this property is excess to the airport's present or future aeronautical needs.

Benefits in the use of this property for non-aeronautical purpose may be identified. As airport property, however, there are certain obligations covering the use of this property, which must be addressed before the land can be used or disposed of for non-aeronautical uses.

Approval of a release of obligations on the property for sale or lease is based on a demonstration that such disposal will produce an equal or greater benefit to the airport than the continued retention of the land.

### Property Obligations

Obligations and restrictions are placed on the use of airport property through a number of different vehicles.

The property may have been surplus Federal property which was transferred to the municipality for use as an airport under agreements authorized by the Surplus Property Act of 1944, the War Assets Administration Regulation 16 and Public Law 80-289. The property could also have been acquired under a Grant Agreement under one of the airport aid programs administered by the FAA. Each of these property transfer conveyances or grant agreements contains provisions specifying the obligations and restrictions placed on the use of the land. Lands conveyed pursuant to Section 16, Section 23 or Section 516 cannot be released for non-aeronautical use. In each case a thorough review of the provisions included in the agreements obligating the property must be undertaken.

Even land acquired without Federal assistance has obligations and restrictions placed on its use based on its depiction as airport property on an Exhibit "A" Property Map in a grant agreement.

Approval from the FAA is required to release the airport sponsor from any one of the obligations carried on the land in these land transfer and grant agreements or for a total release to permit the sale or disposal.

The Federal Aviation Administration (FAA) requires any release, modification, reformation, or amendment of an airport agreement be fully documented and be in accordance with FAA Order 5190.6A, Airport Compliance Requirements, dated October 2, 1989, because it represents a material alteration of an important contractual relationship that is governed by statutes and which affects the measure of benefits to the public from the operation of a civil airport.

In accordance with Section 125 of Public Law 10-181 (Apr. 5, 2000; 114 Stat. 61) (AIR 21), FAA is required to provide an opportunity for public notice and comment prior to the release of a sponsor's Federal obligation to use certain airport land for aeronautical purposes at least 30 days prior to the FAA making a determination on the owner's request. Upon receipt and preliminary review of the "land release" request, FAA will post the proposal in the Federal Register requesting public comment. The public notice requirement applies to land that was acquired for an aeronautical purpose with federal assistance under 49 USC §47107(c)(2)(B); land provided for aeronautical purpose under 49 USC §47151 (Surplus Property) or land conveyances of the United States government for aeronautical purposes under 49 USC §47125.

**Land Release Request:**

For this office to properly consider such a request, the owner's request must be specific and indicate, as applicable, the following:

- (a) What agreement(s) with the United States are involved?
- (b) What specifically is being requested (long-term lease for non-aeronautical purpose, release, transfer, sale, etc.)?
- (c) Why the release, modification, amendment or other action is requested?
- (d) What facts and circumstances justify the request?
- (e) What requirements of the state or local law should be provided for in the language of a FAA issued document if the request is consented to or granted?
- (f) What property or facilities are involved?

- (g) How the property was acquired or obtained by the airport owner?
- (h) What are the present condition and what present use is made of any property or facilities involved?
- (i) What use or disposition will be made of the property or facilities?
- (j) What is the Fair Market Value (FMV) of the property or facilities? (include copy of current appraisal)
- (k) What proceeds are expected from the use or disposition of the property and what will be done with any net revenues derived? (certify compliance with FAA's Revenue Use Policy, dated 2/16/99)
- (l) Provide a comparison of the relative advantage or benefit to the airport from the sale or other disposition as opposed to retention for rental income.
- (m) Provide a plan identifying the intangible benefits (see FAA's Revenue Use Policy, dated 2/16/99), if any, accruing to the airport, the amount attributed to the intangible benefits of the merit of their application as an offset against the FMV of the property to be released. The plan should also include as a minimum,
  - (i) a statement of the airport's source and application of funds for the proceeding three (3) years,
  - (ii) a statement of future sources and application of funds needed for the continued operation and maintenance of the airport,
  - (iii) a financial statement of financial capabilities and intent to accomplish the airport development included in the current NPIAS, and
  - (iv) Must be shown to be in accordance with the ALP.
- (n) Provide the metes and bounds description of the property to be released.
- (o) A sketch or drawing of the property and its location.
- (p) Environmental review status and determination if applicable.

After receiving public comment, if the FAA determines that



the land is not needed for present or foreseeable airport purposes we could consent to the release subject to various restrictions outlined in the sample deed of release, copy enclosed. Please review these restrictions and verify in your written "land release" request the ability to meet all conditions.

Proposed Long-Term Lease of Airport Land (Greater than 3 Years w/option to buy)

Leasing of airport land not needed for aeronautical use is preferred to the sale of the land since it provides continuous income for airport purposes and will preserve the property for future aviation usage.

Airport property, which is not needed to accommodate an aeronautical use, can be leased for a non-aeronautical use, which is compatible with airport operations. The exception is land transferred by a quitclaim deed under Section 16/23, which contains provisions precluding all non-aeronautical activities. If not used for aeronautical purposes it will revert to the conveying agency.

The lease shall be established at the fair market rental rate to maximize the revenue for the airport. The fair market rental rate shall be determined by obtaining a competent independent appraisal and/or by direct comparison with prevailing rentals of comparable property.

The airport sponsor must submit to the ADO the request for a land release to lease the property. Normally it will take two to three weeks following receipt of complete lease information for the ADO to concur and issue a land release.

A request for an airport land release to lease for non-aeronautical use must contain the information described under the Land Release Request section.

Proposed Long-Term Lease of Airport Land (Greater than 3 Years w/no option to buy)

Leasing of airport land not needed for aeronautical use is preferred to the sale of the land since it provides continuous income for airport purposes and will preserve the property for future aviation usage.

Airport property, which is not needed to accommodate an aeronautical use, can be leased for a non-aeronautical use,

which is compatible with airport operations. The exception is land transferred by a quitclaim deed under Section 16/23, which contains provisions precluding all non-aeronautical activities. If not used for aeronautical purposes it will revert to the conveying agency.

The lease shall be established at the fair market rental rate to maximize the revenue for the airport. The fair market rental rate shall be determined by obtaining a competent independent appraisal and/or by direct comparison with prevailing rentals of comparable property.

The airport sponsor must submit to the ADO the request for to change the ALP and Exhibit A to using the property for non-aeronautical use. Should the ADO determine that the request can be approved it will be done so via a letter of approval for long term leases non-aeronautical use on airport dedicated property with no option to buy.

A request for an airport land release to lease for non-aeronautical use must contain the information described under the Land Release Request section.

#### Proposed Short-Term Lease of Airport Land (Less than 3 Yrs.)

A request to lease airport land for non-aeronautical use for a period less than 3 years is considered an interim use and undergoes a less formal approval process. The request for an interim use should contain the information requested under Land Release Request except that an appraisal of fair market rental value is not required. A discussion of how a fair rental value was determined should be included. Approval of the interim use will also be made by via letter in lieu of the Deed of Release.

#### Proposed Sale of Airport Land

Airport property which is not needed to accommodate an aeronautical use can be released for sale for a use which is compatible to the airport if such disposal will produce an equal or greater benefit to the airport than its continued retention. Such a release has the effect of authorizing the conversion of a real property asset into another form of asset, such as cash or physical improvements. A sale and disposal of airport property for less than its fair market value is, therefore, not authorized. The fair market value for the property shall be determined based on the present

appraised value (for its highest and best use) of the land and any improvements on the property. At least one appraisal report prepared by an independent and qualified real estate appraiser is required to support the fair market value.

The cost of the appraisal shall be borne by the airport sponsor but may be considered as an offset in determining net proceeds realized from the sale. The requirement for an appraisal may be waived by the ADO if the ADO determines that the approximate fair market value of the property is less than \$25,000 or if it would be in the public interest to publicly advertise and sell the property through competitive bidding.

### Deed of Release

Following the review, if the ADO concurs with the land release request, the ADO will prepare a Deed of Release (see Attachment 2), which will cite the agreements, and provisions affected and include any required conditions or provisions to be included in the transfer agreement (deed or lease).

The Deed of Release will specify the means of directing the net proceed from the sale or lease of the released property. It may include one of the following:

- a) reimbursement to the Government its proportionate share of the net proceeds of the sale or disposal at its fair market value based on the percentage of Federal participation in the project in which the land was acquired. This reimbursement may exceed the original Federal participation amount.
- b) reinvestment of the total proceeds in specified items of airport development
- c) retirement of airport bonds, which are secured by pledges of airport revenue
- d) deposit of the proceeds in an interest bearing account until items of airport development are identified
- e) use of the funds to offset the maintenance costs of the airport.

The standard format of the Deed of Release is included as Attachment 2 at the end of this section. The sponsor shall execute the Deed of Release and return the specified copies to the ADO.

Upon execution of the Deed of Release, the Exhibit 'A' and the

approved ALP must be revised as appropriate. A Form 7460-1 Notice of Proposed Construction or Alteration must be submitted for the proposed development and construction equipment.

## SCHEDULE "A-1"

### ENVIRONMENTAL ASSESSMENT SCOPE OF SERVICES FOR THE PROPOSED REDEVELOPMENT AT THE FORMER ONEIDA COUNTY AIRPORT

**Project Title:** FAA Land Release Application and Environmental Assessment  
**Airport Name:** Former Oneida County Airport Property  
**Services Provided:** Planning and Environmental Services

#### Overview Of Services:

C&S Engineers, Inc. (CONSULTANT) shall provide the required professional services to prepare an Environmental Assessment (EA) for the proposed conceptual re-development of the former Oneida County Airport.

#### Background and Proposed Project:

In 2007 Oneida County Airport was closed and all aeronautical activities transferred to Griffiss International Airport. Subsequent to the closure, Oneida County entered into an agreement with New York State Homeland Security to lease with an option to purchase approximately 11 acres and various buildings at the former Airport to operate an Emergency Preparedness Training Center (Exhibit A). An FAA compliant land release application was prepared and a land release was approved by the FAA. Since the original release, a development plan for the remaining approximately 700 acres of Airport property was developed and the County is seeking a land release for this property (Exhibit B). The land release application must conform to the FAA Eastern Region Airports Division Sponsor Guide. In accordance with the requirements of the FAA guide, an Environmental Assessment consistent with FAA Order 5050.4B, *National Environmental; Policy Act (NEPA) Implementing Instructions for Airport Actions*, will meet the FAA requirements. The development plan completed in October of 2009 will be used as the foundation of the EA (Exhibit C).

#### Guidelines

The EA, as defined by Council on Environmental Quality (CEQ) regulations, will be a concise public document for which a federal agency is responsible that serves to briefly provide sufficient evidence and analysis for determining whether to prepare an environmental impact statement or a finding of no significant impact.

The EA will be prepared in a manner that is consistent with the following guidance documents:

- FAA Order 5050.4B, *National Environmental; Policy Act (NEPA) Implementing Instructions for Airport Actions*
- FAA Order 1050.1E, *Environmental Impacts, Policies and Procedures*; and local rules and regulations
- *Environmental Desk Reference for Airport Actions*

## **Environmental Assessment Preparation**

The EA process generally comprises the following five steps:

- Description of existing conditions;
- Description of proposed project;
- Consideration of alternatives;
- Measurement of significant changes; and
- Minimization of unavoidable impacts.

The major components of the EA are:

### **Purpose and Need**

Identify the Project to be assessed, the requested Federal action, and the time frame for such action. The following items will be discussed:

- Description of Project
- Relevant information regarding the purpose and need for the Project

For the purposes of this EA, the Proposed Future Development Plan (attached), which is one of many possible future scenarios, will serve as the basis for evaluation (Exhibit C).

### **Alternatives**

The EA will be evaluating two alternatives – no action and full build-out. The full build-out conceptual plan (see Exhibit C) will be assessed using the most conservative estimate of impacts to allow for a federal decision to be made on the land release.

### **Affected Environment**

An on-site walkover will be conducted to familiarize CONSULTANT with the proposed project being considered. In addition, relevant background information from a variety of sources will be collected and presented in the EA regarding the existing conditions in the area of the proposed project.

### **Environmental Consequences – Specific Impact Categories**

This part of the EA involves examining the Project's potential environmental impact areas and determining if they may be significant. During this process, specific consultation with environmental agencies will be accomplished. Letters to consulting agencies will describe the speculative nature of the development and the unique situation presented with the land release.

The following impact categories, as specified in FAA Order 1050.1E, will be addressed:

#### *Air Quality*

The EPA Green Book for current National Ambient Air Quality Standards (NAAQS) attainment areas has been reviewed and Oneida County Airport is located within an attainment area for all criteria pollutants. Therefore, an air quality analysis, a State Indirect Source Review, and a NAAQS assessment are not anticipated for this project.

### *Coastal Resources*

As applicable, any coastal zone management programs or coastal barriers affected by the proposed project will be identified. Given the location of the proposed project (*i.e.*, not in proximity to Coastal Resources), no impact from this category is expected.

### *Compatible Land Use*

Any impacts exceeding thresholds of significance that have land use ramifications, such as disruption of communities, relocation of residences or businesses, or impacts to natural resource areas, will be identified.

### *Construction Impacts*

Specific effects during construction of the Project which may create adverse environmental impacts (including noise of construction equipment at the Project site; noise and dust from delivery of materials through residential streets; creation of borrow pits and disposal of spoil; air pollution from burning debris; water pollution from erosion; and emission from construction vehicles) will be identified. The extent to which any of these effects is subject to local, state, or federal laws, ordinances, or regulations will be discussed, as applicable, along with measures to be taken to conform to such requirements.

### *Department of Transportation Section 4(f)*

The EA will identify and consider publicly-owned land, including public parks, recreation areas, wildlife and waterfowl refuges, or historic sites that could be affected by the proposed project. Any areas affected will be identified and measures to minimize impacts will be recommended.

### *Farmlands*

This part of the EA will identify the effects of converting farmland to non-agricultural uses and involves determining if the farmland is protected by the Farmland Protection Policy Act (FPPA). Farmland protected by the FPPA is either prime farmland which is not already committed to urban development or water storage, unique farmland, or farmland which is of state or local importance. The U.S. Soil Conservation Service and other applicable agencies will be contacted to determine whether the FPPA is applicable to the proposed project.

### *Fish, Wildlife, and Plants*

The EA will review the project's potential to impact State or federally listed threatened or endangered species. This will be accomplished through a review of potential species and knowledge of the property. It is assumed that no other studies, screenings, or assessments for State or federally listed species will be required.

### *Floodplains*

The Flood Insurance Rate Map or the Flood Insurance Study Report will be reviewed to determine if the Project is located within a flood plain. The presence or absence of flood plains and the potential for impacts will be documented.

### *Hazardous Materials, Pollution Prevention, and Solid Waste*

A general review to determine the likelihood of encountering land that may contain hazardous substances or may be contaminated will be undertaken. Airport development

projects do not normally have any direct relationship to solid waste collection, control, or disposal other than that associated with construction itself. A preliminary review will indicate if the projected quantity or type of solid waste generated or method of collection or disposal of waste related to, the Project will be appreciably different than would be the case today.

#### *Historic, Architectural, Archeological, and Cultural Resources*

The New York State Historic Preservation Officer (SHPO) will be contacted to determine if the proposed project will have an impact upon any properties in, or eligible for inclusion in, the National Register of Historic Places, and whether there is any reason to believe that significant scientific, prehistoric, historic, archaeological, or paleontological resources would be lost or destroyed as a result of the proposed project. However, a cultural resource study will not be performed for this project. CONSULTANT will incorporate available existing information regarding historical and cultural resources into the EA.

#### *Light Emissions & Visual Impacts*

Consideration will be given as to the extent to which any lighting or visual impacts associated with the proposed project will create an annoyance among people in the vicinity of the Project.

#### *Natural Resources and Energy Supply*

Energy requirements associated with the proposed project include assessing the following impacts:

- Those which relate to changed demands for stationary facilities. Any major changes in stationary facilities' demands, which would have a measurable effect on local supplies, will be identified; and
- Those which involve the movement of air and ground vehicles.

#### *Noise*

It is assumed by the CONSULTANT that a noise analysis is not needed. The proposed redevelopment of the former Oneida County Airport does not include plans for aircraft operations.

#### *Secondary (Induced) Imports*

The proposed project's potential for induced or secondary impacts on surrounding communities will be identified. The EA assessment will describe in general terms such factors as shifts in patterns of population movement and growth, public service demands, and changes in business and economic activity to the extent influenced by Airport development.

#### *Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks*

This section of the EA will consider the magnitude of potential economic and social impacts associated with the proposed project. The effect of the proposed project upon the social and community aspects of the area will be described in terms of the numbers of people and businesses affected and available forms of relocation assistance. Road closures and surface transportation disruptions will be identified and described, as appropriate. The need for additional hotels, housing, and road capacity, if any, will also



be discussed. Environmental justice is concerned with a variety of public policy efforts to ensure that adverse human health or environmental effects of governmental activities do not fall disproportionately upon minority populations and low-income populations. In the realm of aviation, environmental justice means that transportation system changes, such as runway extensions, are studied carefully to determine the nature, extent, and incidence of probable impacts, both favorable and adverse. The EA will also identify and assess environmental health risks and safety risks of the proposed project that may disproportionately affect children.

#### *Water Quality*

The potential effects of the proposed project on water quality will be discussed. The following factors will be considered:

- Erosion controls to prevent siltation;
- Designs to preserve existing drainage or to minimize dredge and fill; and
- Location with regard to an aquifer or sensitive ecological areas, such as wetlands.
- Increased impervious surface and increased runoff.

Measures to minimize water pollution and run-off effects will be identified to demonstrate that State water quality standards, as well as federal and local requirements, can be met.

#### *Wetlands*

Wetlands exist at the Oneida County Airport. However, at this point in the development plan, there is no indication that wetland areas will directly or indirectly be impacted by activities in the proposed five year development vision. For this reason, no wetlands screenings, delineations, or related studies are proposed. Consultant will incorporate available existing information regarding wetlands into the EA.

#### *Wild and Scenic Rivers*

The U.S. Department of the Interior will be contacted to determine the presence or absence of Wild and Scenic Rivers that could be impacted by the proposed project. If necessary, potential impacts will be identified and mitigation measures will be recommended.

#### *Other Considerations*

This part of the EA will discuss whether the proposed projects are likely to be highly controversial on environmental grounds; are likely to be inconsistent with any federal, state, or local law or administrative determination relating to the environment; and are reasonably consistent with plans, goals, policies, or controls that have been adopted for the area in which the Airport is located.

#### *Cumulative Impacts*

CEQ Regulation 1500.7 states that "cumulative impact" is the impact on the environment which results from the incremental impact of an action when added to other past, present, and reasonably foreseeable future actions, regardless of what agency or person undertakes such other actions. Cumulative impacts are defined as existing or baseline (no build) impacts on the environment, plus the incremental direct effect of the proposed project, plus the project's indirect/secondary impacts. These will be assessed to determine the environment's ability to sustain such impacts.

## **Mitigation**

Mitigation measures that will need to be taken to avoid or minimize significant impact on a particular resource will be identified. Any impacts that cannot be mitigated, or that cannot be mitigated below the threshold of significance identified in FAA Order 1050.1E, will be discussed. Final mitigation (i.e., design) plans are *not* included as part of this Scope of Services.

## **EA Report Preparation**

An EA will be prepared that summarizes the results of the foregoing tasks. A maximum of five copies of the Draft EA and five copies of the Final EA documents will be distributed. The distribution list will include the SPONSOR and the FAA.

## **Specialists**

CONSULTANT has assumed that specialists will be not be required for the preparation of this EA

## **Public Meetings**

A maximum of one public meeting is part of this scope.

## **Schedule**

CONSULTANT agrees to complete the services identified herein in a manner within 120 days after receiving a written Notice to Proceed from the County, or within such extended periods as are agreed to by the County and Consultant.

## **Assumptions Made By Consultant And Agreed To By The County:**

- If meetings in addition to those described in the "Public Meeting" section above require attendance by CONSULTANT, it is agreed that such attendance is an additional service and that, if necessary, a supplemental agreement will be executed by the County to authorize such attendance and CONSULTANT's fee.
- CONSULTANT will endeavor to complete the EA Scope of Services identified herein within 120 days after receiving the written Notice to Proceed. However, if circumstances beyond the control of the CONSULTANT (including but not limited to, review by involved governmental agencies) prevent the CONSULTANT from completing the work within the agreed upon time frame, then the CONSULTANT may request an extension of time to complete the work.
- CONSULTANT fee associated with this Scope of Services was developed based upon an assumption that preparation of an Environmental Impact Statement (EIS) or an Environmental Due Diligence Audit EDDA will not be necessary for the Project. If an EIS or EDDA is determined to be necessary, then the County may enter into a supplemental agreement authorizing CONSULTANT to perform the necessary additional services.
- It is assumed that specialized studies will not be needed.



**LAND RELEASE AND EA  
ONEIDA COUNTY AIRPORT  
SCHEDULE "B"  
PLANNING PHASE**

PROJECT NAME: Land Release And EA Oneida County Airport  
 PROJ DESCRIPTION: Apply for land release of approximately 700 acres if the former Oneida County Airport  
 Prepare EA for the planned redevelopment  
 CLIENT: Oneida County Airport  
 CLIENT MANAGER: Mark Laramie

DATE: 25-Sep-12  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: 146098001  
 C&S CONTACT: Ralph Napolitano

**I. DIRECT SALARY COSTS:**

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	=	COST
A. SERVICE GROUP MANAGER	\$71.40	\$65.10	X	0	=	\$0.00
B. DEPARTMENT MANAGER	\$58.80	\$54.60	X	0	=	\$0.00
C. MANAGING ENGINEER	\$51.20	\$47.20	X	0	=	\$0.00
D. CHIEF/PRINCIPAL ENGINEER	\$57.50	\$54.90	X	0	=	\$0.00
E. SENIOR PROJECT ENGINEER	\$42.60	\$40.70	X	80	=	\$3,256.00
F. PROJECT ENGINEER	\$40.00	\$35.70	X	0	=	\$0.00
G. ENGINEER	\$39.90	\$31.00	X	0	=	\$0.00
H. STAFF ENGINEER	\$31.50	\$27.30	X	0	=	\$0.00
I. SENIOR DESIGNER	\$36.40	\$30.70	X	40	=	\$1,228.00
J. DESIGNER	\$30.00	\$25.30	X	0	=	\$0.00
K. CADD OPERATOR	\$25.60	\$21.80	X	24	=	\$523.20
L. ADMINISTRATIVE ASSISTANT	\$23.60	\$20.80	X	24	=	\$499.20
M. GRANTS ADMINISTRATOR	\$36.50	\$34.70	X	0	=	\$0.00
N. MANAGER AIRPORT PLANNING	\$54.80	\$52.20	X	22	=	\$1,148.40
O. SENIOR PLANNER	\$52.50	\$45.40	X	266	=	\$12,076.40
P. PLANNER	\$31.50	\$30.00	X	0	=	\$0.00
Q. STAFF PLANNER	\$31.50	\$27.30	X	0	=	\$0.00
R. SENIOR/MANAGING ARCHITECT	\$50.40	\$47.30	X	0	=	\$0.00
S. PROJECT ARCHITECT	\$39.90	\$38.00	X	0	=	\$0.00
T. MANAGING GEOLOGIST (SOILS ENG)	\$54.60	\$52.00	X	0	=	\$0.00
U. GEOLOGIST	\$26.30	\$25.00	X	0	=	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$33.40	\$31.80	X	290	=	\$9,222.00
W. SENIOR CONSTRUCTION SUPERVISOR	\$63.40	\$60.40	X	0	=	\$0.00
X. CONSTRUCTION SUPERVISOR	\$45.80	\$43.60	X	0	=	\$0.00
Y. RESIDENT ENGINEER	\$47.30	\$39.80	X	0	=	\$0.00
Z. CHIEF INSPECTOR	\$35.70	\$34.00	X	0	=	\$0.00
AA. SENIOR INSPECTOR	\$31.50	\$28.20	X	0	=	\$0.00
BB. INSPECTOR	\$30.00	\$25.20	X	0	=	\$0.00
CC. JUNIOR INSPECTOR	\$21.00	\$20.00	X	0	=	\$0.00
DD. SENIOR TECHNICAL ADMINISTRATOR	\$32.30	\$30.70	X	0	=	\$0.00
EE. PARTY CHIEF	\$53.90	\$51.60	X	0	=	\$0.00
FF. SURVEYOR I	\$50.80	\$48.50	X	0	=	\$0.00
GG. SURVEYOR II	\$50.80	\$48.50	X	0	=	\$0.00
TOTAL ESTIMATED DIRECT SALARY COST:						\$27,953.20

**II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -**  
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE  
 OF DIRECT SALARY COST):

166.00% \$46,402.31

**III. SUBTOTAL OF ITEMS I & II:**

\$74,355.51

**IV. ESTIMATE OF DIRECT EXPENSES:**

A.	TRAVEL, BY AUTO:	10	TRIPS @	100	MILES/TRIP @	\$0.510	=	\$510.00
B.	TRAVEL, BY AIR:	0	TRIPS @	0	PERSONS @	\$0.00	=	\$0.00
C.	PER DIEM:	1	DAYS @	1	PERSONS @	\$123.00	=	\$123.00
D.	LEGAL STENOGRAPHER:						=	\$0.00
E.	MISCELLANEOUS:						=	<u>\$0.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$633.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$11,153.33
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$94.95</u>

TOTAL FIXED FEE: \$11,248.28

VI. SUBCONTRACTS:

A.				
B.				
C.				<u>\$0.00</u>

VII. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR PLANNING SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u><u>\$86,237.00</u></u>
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**SCHEDULE "C"**

**C&S ENGINEERS, INC  
AGREED OVERHEAD**

	<b>ALLOWABLE COST</b>	<b>% OF DIRECT LABOR</b>
<b>SALARY OVERHEAD (PAYROLL BURDEN)</b>		
Vacation & Holiday	2,000,000.00	15%
Sick & Personal	306,000.00	2%
FICA Taxes	1,700,000.00	12%
U. E. Taxes	235,000.00	2%
WC Insurance	130,000.00	1%
Group Insurance	1,500,000.00	11%
Bonus	1,600,000.00	12%
Employee Benefits	700,000.00	5%
Payroll Preparation	45,000.00	0%
<b>TOTAL SALARY OVERHEAD</b>	<b>8,216,000.00</b>	<b>60%</b>
<b>GENERAL &amp; ADMINISTRATIVE OVERHEAD</b>		
Indirect Labor	2,700,000.00	20%
Clerical & Administrative	2,200,000.00	16%
Project Development	2,600,000.00	19%
Training & Recruitment	300,000.00	2%
Office Supplies & Equipment Leases	1,814,000.00	13%
Travel & Auto Expenses	925,000.00	7%
Insurance	250,000.00	2%
Depreciation	780,000.00	6%
Rent , Janitorial, & Maintenance	1,830,000.00	13%
Utilities	190,000.00	1%
Telephone	380,000.00	3%
Dues & Fees	400,000.00	3%
Workshops, Seminars, & Education	125,000.00	1%
Legal & Accounting	90,000.00	1%
<b>TOTAL GENERAL &amp; ADMINISTRATIVE</b>	<b>14,584,000.00</b>	<b>106%</b>
<b>TOTAL OVERHEAD</b>	<b>22,800,000.00</b>	<b>166%</b>
<b>TOTAL DIRECT LABOR</b>	<b>13,700,000.00</b>	

## SCHEDULE H AIRPORT AID PROGRAM

### Contractor Contractual Requirements

#### Civil Rights Act of 1964, Title VI – 49 CFR Part 21

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a programs set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanction as it or the FAA may determine to be appropriate, including but not limited to --
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### Disadvantaged Business Enterprise (DBE) Assurances 49 CFR Part 26

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds under this agreement.
2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

**Airport and Airway Improvement Act of 1982, Section 520**  
**General Civil Rights Provisions**  
**49 U.S.C. 47123**

The contractor assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**Access to Records and Reports**  
**49 CFR Part 18.36(i)**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**Rights to Inventions**  
**49 CFR Part 18.36(i)(8)**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**Lobbying and Influencing Federal Employees**  
**49 CFR Part 20, Appendix A**

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Trade Restriction Clause**  
**49 CFR Part 30**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

### **Termination of Contract 49 CFR Part 18.36(i)(2)**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

### **Breach of Contract Terms 49 CFR Part 18.36**



Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

### **Davis – Bacon Act Provisions**

1. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision(s) of the Secretary of Labor which is (are) attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision(s) shall be posted by the contractor at the site of the work in a prominent place where it (they) can be easily seen by the workers. For the purpose of this paragraph, contributions made or costs reasonably anticipated under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subparagraph 4 below. Also for the purpose of this paragraph, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period [29 CFR 5.5(a)(1)(i)].
2. Any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination(s) and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination(s), and a report of the action taken shall be sent by the SPONSOR to the FAA for approval and transmittal to the Secretary of Labor. In the event that the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for final determination [29 CFR 5.5(a)(1)(ii)].
3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for determination [29 CFR 5.5(a) (1)(iii)].
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract. Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### **Special Grant Condition**

Office of Management and Budget issued Memorandum M-08-03 implementing Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (TVPA) (22 U.S.C. 7104(g)).

#### **TRAFFICKING IN PERSONS:**

##### **a. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

END OF SCHEDULE

**ADDENDUM**

THIS ADDENDUM, entered into on this \_\_\_ day of \_\_\_\_\_,  
between the County of Oneida, hereinafter known as COUNTY; and a contractor, subcontractor,  
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as  
CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease,  
amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing  
have recommended the inclusion of the standard clauses set forth in this Addendum to be  
included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the  
following clauses which are hereby made a part of the Contract.

**1. Executor or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to  
anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal  
Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

4. **Health Insurance Portability and Accountability Act (HIPPA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

## 5. **Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.



**6. Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

## **11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

## **12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

## **13. Governing Law.**

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

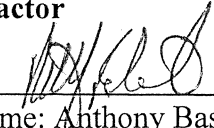
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

By: \_\_\_\_\_

Oneida County Executive

**Contractor**

By:  \_\_\_\_\_

Name: Anthony Basile

Date: 09/26/12



Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

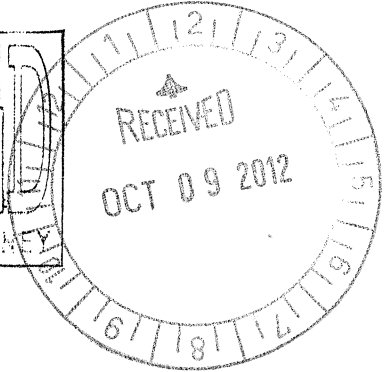
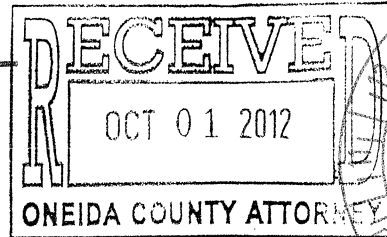
DENNIS S. DAVIS  
Commissioner

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

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

September 5, 2012

FN 20 12-393



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

**PUBLIC WORKS**

Dear County Executive Picente, **WAYS & MEANS**

Enclosed is an Agreement of Lease by and between Oneida County and National Grid for their tower on Skyline Drive in the Town of Kirkland. The existing lease for this space expired on June 30, 2012. The original agreement was with Niagara Mohawk, and with the merger with National Grid, it took quite a long time to track down who the agreements now go through. It is agreed upon by both parties to exercise the option to renew this lease on the same terms for three (3) additional terms of five (5) years each with this being their first option to renew.

The new annual payment for 2012 is \$7,300.08 with a 4% increase per year.

Period	Annual Payment	Monthly Payment
July 1, 2012- June 30, 2013	\$7,300.08	\$608.34
July 1, 2013-June 30, 2014	\$7,592.16	\$632.68
July 1, 2014-June 30, 2015	\$7,895.88	\$657.99
July 1, 2015-June 30, 2016	\$8,211.72	\$684.31
July 1, 2016-June 30, 2017	\$8,540.28	\$711.69

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

Thank you in advance for your consideration.

Sincerely,

Dennis S. Davis  
Commissioner

DSD/mk  
Enclosure(s)

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

Date 10/9/12

Oneida County Department: Public Works

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

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

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

## Oneida County Contract Summary Sheet

Name of Proposing Organization: National Grid

Title of Activity or Service: Lease

Client Population/Number to be Served: N/A

**Summary Statements:**

1) Narrative Description: Lease Agreement between Oneida County and National Grid for their tower on skyline Drive in the Town of Kirkland.

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

3) Program Design and Staffing Level: N/A

Total Revenue: \$7,300.08 for 2012 with a 4% increase per year.

Oneida County Department Funding Recommendation:

Account # A2411

Proposed Funding Source: Federal n/a State n/a County n/a

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments

**LEASE AGREEMENT**  
**1<sup>st</sup> Renewal**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York, hereinafter referred to as "**Lessor**" and **Niagara Mohawk Power Corporation d/b/a National Grid**, a corporation organized and existing under the laws of the State of New York, having its principal place of business at 300 Erie Boulevard West, Syracuse, New York, hereinafter referred to as "**Lessee**"

**WITNESSETH**

**1. TERM**

The original term of this lease agreement commenced on July 1, 2007 and ended on June 30, 2012. It is now the intention of the parties to exercise the **1<sup>st</sup> Renewal Option** for the first of the two (2) additional five (5) year periods. Such renewal of this lease will be under the same terms and conditions as set forth herein except that the Lessor reserves the right to renegotiate the rental amount with the Lessee at the beginning of each renewed or extended five (5) year term.

**2. RENT**

- a. Lessee shall pay to the Lessor as monthly rent the sum of Six Hundred eight dollars and 34/100 Dollars (\$608.34) in the first renewal year of the lease agreement. There will be a 4% annual increase in the rent due for each year thereafter. Such rent shall be payable in advance upon the first day of each month without any deduction or offset.
- b. Lessee may, at their option elect to make one lump sum rent payment annually. In the first (1<sup>st</sup>) year of this renewal such payment shall be in the amount of seven thousand, three hundred and-----08/100 Dollars (\$7,300.08). Such payment shall be payable in advance on July first (1<sup>st</sup>) of each year without any deduction or offset.
- c. The full rent payment schedule can be found attached hereto as "Exhibit A."
- d. The rent shall be remitted to the Lessor at the address set forth in Paragraph 19 "NOTICES" of this agreement.



All remaining terms, conditions and agreements as outlined within the Original Lease Agreement shall remain in effect without alteration or adjustment, except as outlined above.

**IN WITNESS WHEREOF**, the parties hereto have caused this lease agreement to be duly executed as of the day and year first above written.

**County Of Oneida**

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

**Niagara Mohawk Power Corporation d/b/a National Grid**

By: *Thomas J. Lume*  
Title: *Director PTO*

Approved as to Form

*Anthony J. Picente*  
Oneida County Attorney

**EXHIBIT A**

EXHIBIT A

The following rent schedule shall be in effect for the duration of this 1<sup>st</sup> Renewal Lease Agreement. Each Lease year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup> of the following year.

	Monthly	Annual
July 1, 2012	\$608.34	\$7,300.08
July 1, 2013	\$632.68	\$7,592.16
July 1, 2014	\$657.99	\$7,895.88
July 1, 2015	\$684.31	\$8,211.72
July 1, 2016	\$711.69	\$8,540.28

## Exhibit B

### Standard Contract Clauses

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.
2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.
  - 3.1. 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 Contractor certifies that:
    - 3.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
    - 3.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - 3.1.3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
  - 3.2. 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,
    - 3.2.1. The Contractor certifies that it and its principals:
      - 3.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- 3.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3.2.1.3. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- 3.2.1.4. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
- 3.2.2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- 3.3. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - 3.3.1. The Contractor will or will continue to provide a drug-free workplace by:
    - 3.3.1.1. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - 3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:
      - 3.3.1.2.1. The dangers of drug abuse in the workplace;
      - 3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;
      - 3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and
      - 3.3.1.2.4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - 3.3.1.3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - 3.3.1.4. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      - 3.3.1.4.1. Abide by the terms of the statement; and
      - 3.3.1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - 3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - 3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      - 3.3.1.6.1. 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

- 3.3.1.6.2. 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;
- 3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
- 3.3.2. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - 3.3.2.1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  - 3.3.2.2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
- 4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:
  - 4.1. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
    - 4.1.1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
    - 4.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
    - 4.1.3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
  - 4.2. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
    - 4.2.1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
    - 4.2.2. The Contractor may provide data aggregation services relating to the health care operations of the County.
  - 4.3. The Contractor shall:
    - 4.3.1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
    - 4.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
    - 4.3.3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

- 4.3.4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - 4.3.5. Make available protected health information in accordance with 45 CFR § 164.524;
  - 4.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  - 4.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - 4.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  - 4.3.9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 4.4. The Contractor agrees that this contract may be amended if any of the following events occurs:
- 4.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - 4.4.2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - 4.4.3. There is a material change in the business practices and procedures of the County.
- 4.5. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.
5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age,

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

8. Wage and Hours Provisions. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.
9. Non-Collusive Bidding Certification. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. Records. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.
11. Identifying Information and Privacy Notification.
  - 11.1. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
  - 11.2. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory.

The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.
13. **Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **Prohibition on Purchase of Tropical Hardwoods.** The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.
15. **Compliance with New York State Information Security Breach and Notification Act.** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).
16. **Gratuities and Kickbacks.**
  - 16.1. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
  - 16.2. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
17. **Audit.** The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement



is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- 18.1. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- 18.2. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.
- 18.3. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

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

By: NATIONAL GRID  
Name: Robert Tiller

Approved as to Form only

By: [Signature]  
Oneida County Attorney