



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION FOR November 10, 2021 MEETING

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

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ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
315-798-5742 ♦ Fax: 315-798-6425

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

FN 20 21-274

September 29, 2021

WAYS & MEANS

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

Dear County Executive Picente:

I enclose herewith a proposed Local Law that would allow Oneida County to opt out of the proposed "Holiday Deer Hunt" authorized by the New York State Department of Environmental Conservation (DEC) for the Southern Region. Earlier this year, the DEC promulgated new regulations that would create an amended late season deer hunting period for bowhunting and muzzleloader hunters, to run from December 26 through January 1. These regulations also allow counties within the Southern Region to pass a Local Law opting out of this amended late hunting season.

The enclosed Local Law would effectuate such an opting out, prohibiting deer hunting in Oneida County during the period of December 26, 2021 through January 1, 2022. Similar Local Laws would need to be passed annually in subsequent years to continue this prohibition.

If you wish this Local Law to be adopted, please forward to the Board of County Legislators for their consideration and approval at their next meeting.

Very truly yours,

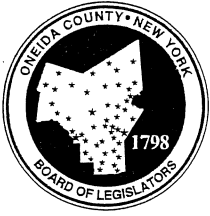
Robert E. Pronteau
Assistant County Attorney

Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 9-29-21



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Majority Leader

Philip M. Sacco
Minority Leader

We, the undersigned, being members of the Oneida County Board of Legislators 2020-2021 Term of Office, and being members of the Democratic Party, hereby designate Maya Miller as Minority Legislative Analyst pursuant to Rule No. 2 of the Rules of the Board of Legislators of the County of Oneida, to serve for the remainder of a term that commenced January 1, 2020 and terminating on December 31, 2021. This Appointment will be effective September 9, 2021.

FNJ 20 21 - 275

[Handwritten signatures of Gerald J. Fiorini, George Joseph, Philip M. Sacco, and Chad DeWitt]

Dated: 7-8-2021

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

September 28, 2021

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

FN 20 21-276

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente:

Attached for your review and approval is correspondence from Karl Schrantz, Commissioner of Water Quality and Water Pollution Control requesting the addition of the title Deputy Commissioner of Water Quality and Water Pollution Control to the Oneida County Classification Plan. Also attached is the job specification for the title that outlines the responsibilities and duties for this position.

The Commissioner of Water Quality and Water Pollution Control has expressed a need for an additional management title to assist the Commissioner with the extensive engineering and management workload. I recommend the salary for Deputy Commissioner of Water Quality and Water Pollution Control be set at Grade 48M, Step 2, starting at \$89,435. I am not requesting any positions be created at this time as the request for a position will be in the 2022 budget.

If you concur, please forward this letter to the Board of Legislators and ask that they set the salary for the title of Deputy Commissioner of Water Quality and Water Pollution Control at Grade 48M, Step 2, starting at \$89,435.

Sincerely,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

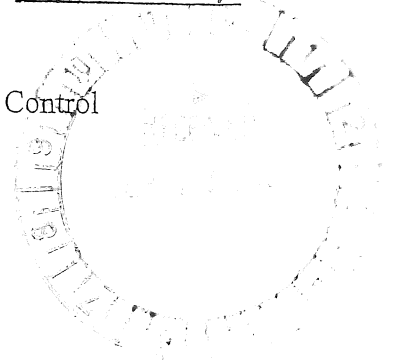
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 9-28-21

Enclosures (2)

cc: Karl Schrantz, Commissioner of Water Quality and Water Pollution Control
County Attorney
Budget



Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5733 ~ FAX: 315-798-5218

September 24, 2021

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

FN 20 21-277
HEALTH & HUMAN SERVICES
WAYS & MEANS

Re: 2021 Resource Allocation Plan

Dear Mr. Picente:

I am submitting the attached Resource Allocation Plan (RAP) for the year 2021 for your review and approval.

The RAP allocates funding from the New York State Office of Children and Family Services to entities contracting with Oneida County through its Department of Family and Community Services' Youth Bureau. The total amount of state funding is \$309,408 which provides support to 25 different agency programs, 11 programs provided by localities, and administrative dollars for Youth Bureau staff salaries.

I am requesting approval of the RAP as well as approval of the attached contract for use as a template for all of the Department's funding agreements. If this is acceptable to you, please forward to the Board of Legislators for further action. Thank you for your consideration.

Very truly yours,

Kevin M. Green
Director, Oneida County Youth Bureau

Attachment

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

Anthony J. Picente, Jr.
County Executive

Date 9-1-21

Oneida Co. Department Youth Bureau

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: NYS Office of Children & Family Services
Title of Activity or Service: Resource Allocation Plan (RAP)
Proposed Dates of Operation: January 1, 2021 to December 31, 2021
Client Population/Number to be Served: 59,006 youth throughout Oneida County

Summary Statements:

Narrative Description of Proposed Services

The Resource Allocation Plan (RAP) for 2021 outlines the distribution of state funds received from the New York State Office of Children and Family Services to provide youth services, delinquency prevention, recreation and runaway/homeless youth programs to the young people, whose ages include birth to 24 years, in Oneida County. In 2021 these funds are to be distributed to 25 agency programs and 11 locality programs, which are responsible for the design and delivery of youth services at their level. All programs are monitored annually by Youth Bureau administrative staff and Advisory Board members appointed by the County Executive.

Total Funding: \$309,408 Account # A3820, A3822, A3902

Oneida County Dept. Funding Recommendation: \$309,408

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

Cost Per Client Served: Varies by program

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

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, by and through its Department of Family and Community Services ("Department"), having principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York (hereinafter collectively referred to as the "County"), and _____, a domestic not-for-profit corporation incorporated under the laws of New York State, having its principal offices at _____ (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County has been allocated funds from the New York State Office of Children and Family Services ("OCFS") that shall be used to reimburse the County for expenditures made in accordance with OCFS approved program applications and budgets; and

WHEREAS, the Contractor has submitted an application and budget for a youth services program for the 2021 program year, which have been approved for funding by OCFS ("Program"); and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. PROGRAM DESCRIPTION

The Contractor shall perform the Program in accordance with the rules and regulations of OCFS, the Children and Family Services Plan guidelines, and OCFS fiscal policies, and as set forth in the Program Application (Exhibit A) and Program Budget (Exhibit B), copies of which are attached hereto and incorporated by this reference as if fully recited herein.

II. AGREEMENT TERM

This Agreement shall commence January 1, 2021 and continue through December 31, 2021, unless otherwise terminated as provided herein.

III. EXPENDITURES

All expenditures must be made in accordance with the approved Program Application and Program Budget.

IV. PAYMENT

A. The County shall disburse funds in one lump sum upon submission of a completed County voucher and supporting documents which conform to applicable federal and state laws, rules, regulations, OCFS fiscal policies, procedures, and requirements, including those established by

the Comptroller of the State of New York and which are acceptable to OCFS as proof of expenditures.

B. Total payment from the County to the Contractor for the Program described herein shall not exceed \$ _____.

V. PERFORMANCE OF SERVICES

A. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Program described herein. The Contractor shall use its best efforts to perform the Program such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method and means of performing the Program, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the Program (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Program by the Assistants in a manner satisfactory to the County and in compliance with all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

C. The Contractor acknowledges and agrees that the Contractor and its Assistances have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

VI. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that its Assistants shall not hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not be reason thereof, make any claim, demand or application to or for any right or privilege application to an officer or employee of the County.

B. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to continue to make its services available to the public.

C. The Contractor's Assistants shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.

D. The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

E. The Contractor shall be paid pursuant to IRS form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance, where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

F. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

G. If the Internal Revenue Services, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the contractor shall have the right to participate in any conference, discussion or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

H. The Contractor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

VII. TERMINATION OF FUNDING BY THE COUNTY

If the County is notified that local, state or federal funds are unavailable for this Program, the County may terminate this Agreement and permanently withhold the payment of all or a portion of the funds.

VIII. INDEMNIFICATION

The County is a funding source only and does not participate in or direct the Program or any of the activities or services of the Contractor. Accordingly, the Contractor understands and agrees that the County, its directors, officers, employees, and agents shall not be liable for any of the Contractor's contracts, torts, or other acts or omissions, or those by the Contractor's directors, officers, members, employees, or Program participants. The Contractor understands and agrees that the County's insurance policies do not extend to or protect the Contractor, nor the Contractor's directors, officers, members, staff, or Program participants. The Contractor understands and agrees that the County will not provide any legal defense for the Contractor or any such person(s) in the

event of any claim against any or all of them. The Contractor shall indemnify and hold the County, its directors, officers, employees, and agents harmless from all liability, including, but not limited to, the costs of defense from the contracts, torts, or other acts or omissions of the Contractor, its employees, directors, officers, employees or other of the Contractor's partners in any way connected with any activity of the Contractor, including, but not limited to, the services described herein. The liability of the Contractor under this Agreement is absolute and is not dependent upon any question of negligence on its part.

IX. NON-DISCRIMINATION

The Contractor agrees that in providing the services under this Agreement, the Contractor's Assistants shall not discriminate on the basis of race, color, national origin, religion, age, disability, sexual orientation, or veteran status either in its employment practices or in its policies or procedures concerning access to the Program or other services described herein.

X. INSURANCE

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

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. Abuse and Molestation coverage must be included.
 - c. Oneida County shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
2. Workers' Compensation and Employer's Liability at New York statutory limits.
3. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 each accident.
 - a. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

- b. Oneida County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

4. Commercial Umbrella

- a. Umbrella limits must be at least \$1,000,000.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

B. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, and Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

XI. CHOICE OF VENUE

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

XII ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel or supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto.

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

Date: _____

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

Date: _____

Department of Family and Community Services: _____
Colleen Fahy-Box, Commissioner

Date: _____

Oneida County Youth Bureau: _____
Kevin M. Green, Youth Bureau Director

Date: _____

Contractor: _____
Chief Executive Officer

Approved: _____
Maryangela Scalzo, Deputy County Attorney-Health and Human Services

Oneida County 2021 OCFS Allocation

(YDP remains unchanged for 2021, RHY Part 1 was an increase of 27.3%
RHY Part II was a increase of 11.4%. RHY Part 1- newly funded program)

2019 Youth Population = 59,006

Youth Development Program - (100%) YDP= 220,796

(Note 15% may be used for administrative) = 33,119.00

Youth Development Program	\$ 220,796
Run Away and Homeless Youth Part 1	\$ 39,616
Run Away and Homeless Youth Part 2	\$ 48,996
	<hr/>
<i>Total Allocation</i>	<i>\$ 309,408</i>

Note: Allocation is subject to change

2020 OCFS Allocation Distribution

YDP	\$ 220,796
RHY Part I & II	\$ 75,069
	<hr/>
<i>Total Allocation</i>	<i>\$ 295,865</i>

Oneida County 2021 OCFS Allocation

Runaway and Homeless Youth

Part 1 & 2 Breakdown

RHY I= \$39,616

(Note: RHY Part I was increased 27.3%,

RHY II=\$48,996

RHY Part II was decreased by 11.4%)

<i>Part I</i>	2021		2020	
<u>MVCAA:</u>				
Runaway and Homeless Youth	\$	31,000	\$	31,100
<u>Catholic Charities</u>				
Grady's Way	\$	10,000	\$	-
\$8,516 (RHY 1), \$1,384 (RHY 2)				
<i>Part II</i>				
<u>Neighborhood Center:</u>				
Transitional Life Skills	\$	9,612	\$	7,075
<u>ICAN (formerly Kids Oneida)</u>				
Evelyn's House	\$	38,000	\$	36,894
Total:	\$	88,612	\$	75,069

**Total increase of RHY funding (Part I & Part II) from 2020 to 2021 is \$13,543.00 .

Oneida County 2021 OCFS Allocation

(Note: YDP funding remains unchanged for 2021)

<u>YDP Breakdown</u>	<u>YDP=\$220,796</u>	
	2021	2020
<u>Workforce Development:</u>		
Green Corps	\$ 9,000	\$ -
 <u>Center for Family Life and Recovery:</u>		
Sexual Abuse Treatment	\$ 5,446	\$ 5,446
Partner in Prevention	\$ 7,241	\$ 7,241
Juvenile Perpetrators	\$ 5,321	\$ 5,321
Compeer for Kids	\$ 7,802	\$ 7,802
 <u>YWCA of Mohawk Valley:</u>		
Sheltered Youth	\$ 4,461	\$ 4,461
Adolescent Outreach	\$ 3,981	\$ 3,981
 <u>Johnson Park:</u>		
Children's Center	\$ 8,603	\$ 8,603
 <u>Utica Safe Schools:</u>		
Underground Café	\$ 7,049	\$ 7,049
Mentoring Through Basketball	\$ 1,450	\$ 1,450
 <u>Neighborhood Center:</u>		
Outreach and Prevention	\$ 8,994	\$ 8,994
Project Aim	\$ 11,739	\$ 11,739
 <u>Co-Op Extension:</u>		
4-H Outreach	\$ 7,010	\$ 7,010
 <u>Youth Bureau Administration:</u>		
	\$ 33,120	\$ 33,120

Oneida County 2021 OCFS Allocation

(Note: YDP funding remains unchanged for 2021)

YDP Breakdown Continued

	2021	2020
<u>The Root Farm:</u>	\$ 10,531	\$ 10,531
School Break Day Camp		
<u>Empowered Pathways</u>		
Child Custody Advocate Program (CCAP)	\$ 5,851	\$ 5,851
<u>Thea Bowman</u>		
Kids with Promise	\$ 10,100	\$ 11,768
<u>Salvation Army-Utica:</u>		
Get Yourself Motivated(GYM)	\$ 3,360	\$ 3,360
<u>Catholic Charities:</u>		
Adolescent Parenting	\$ 5,824	\$ 5,824
<u>Probation:</u>		
Initial Response Team (IRT)	\$ 13,791	\$ 29,945
<u>Salvation Army-Rome:</u>		
Salvation Army Youth Enrichment (saYes)	\$ 2,521	\$ 2,521
<u>Dodge Pratt Art & Community Center:</u>		
Teens and Tweens Pick-up Steam	\$ 3,370	\$ 3,370
<u>ICAN (formerly Kids Oneida)</u>		
Knowledge Empowers You	\$ -	\$ 1,310
**NO RFP FOR 2021		
Total:	\$ 176,565	\$ 186,697

Oneida County 2021 OCFS Allocations

Locality Breakdown

		2021	2020
Village of Camden	\$	800	\$ -
Town of Marcy	\$	1,581	\$ -
Town of New Hartford Youth Employment	\$	2,452	\$ 2,452
Village of New York Mills	\$	1,000	\$ -
Village of Oriskany	\$	950	\$ -
Village of Oriskany Falls	\$	950	\$ -
City of Rome (Juvenile Aid)	\$	3,000	\$ 2,312
City of Rome (Summer Rec)	\$	3,000	\$ -
City of Sherrill	\$	1,000	\$ 736
City of Utica (Juvenile Aid)	\$	6,572	\$ 6,572
City of Utica (Dick Miller)	\$	6,572	\$ 6,572
City of Utica (Recreation Safety)	\$	14,604	\$ 14,604
Village of Waterville/Sangerfield	\$	800	\$ -
Town of Floyd	\$	950	\$ 851
Total:	\$	44,231	\$ 34,099

Oneida County 2021 OCFS Allocations

Reallocated Funds 2020

City of Utica Dick Miller had \$1,421.00 in unused OCFS funding in 2020 and their funds were reallocated to Thea Bowman House.



Resource Allocation Plan (RAP) Alternate Authorized Voucher Signee – 2021

In addition to the County Fiscal Officer listed on the attached, Signed RAP Agreement, the following person is also authorized by Oneida County to sign claims for reimbursement.

Name: Kevin M Green

Title: Director, Oneida County Youth Bureau



**Office of Children
and Family Services**

KATHY HOCHUL
Governor

SHEILA J. POOLE
Commissioner

September 15, 2021

Dear Local District Commissioner, Probation Director, and Youth Bureau Director:

This letter is to inform you that the Oneida County Child and Family Services Plan (CFSP) 2021 Annual Plan Update is approved effective September 15, 2021.

The Office of Children and Family Services is committed to providing the support you need to continue to offer quality services and improve outcomes. We look forward to working with your county to implement the provisions of your CFSP.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Gharthey Ogundimu".

Lisa Gharthey Ogundimu, Esq.
Deputy Commissioner
Child Welfare & Community Services
New York State Office of Children & Family Services

cc: File

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
RESOURCE ALLOCATION PLAN

Submitted herewith and incorporated herein is the Resource Allocation Package for Oneida County, containing the youth services program and project applications for the 2021 program year. This submission is one of the required components of the Children and Family Services Plan, which was approved by the Office of Children and Family Services (OCFS) on 9/15/2021.

The signing of this plan by the above-named County will qualify the County for State reimbursement for the program year, in accordance with OCFS's allocation of funds appropriated for counties engaged in comprehensive planning for the Children and Family Services Plan, provided that the youth services are rendered in accordance with the Rules and Regulations of OCFS and the Children and Family Services Plan guidelines and OCFS fiscal policies. Subject to the provisions hereof, the amount approved for allocation to the County is \$ 309,408 as delineated in the program summary submitted herewith and incorporated herein.

OCFS will reimburse the County directly for expenditures relating to this Resource Allocation Package. OCFS will reimburse the County for expenditures made in accordance with the approved Program Applications and Budgets for the agencies listed on the program summary submitted herewith. Reimbursement will be made to the County only after the submission of vouchers and supporting documents which conform to applicable federal and State laws, rules, regulations, OCFS fiscal policies, procedures, and requirements, including those established by the Comptroller of the State of New York, and which are acceptable to OCFS as proof of expenditures. The County will submit, upon request, adequate and acceptable documentation to substantiate claims for reimbursement.

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

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

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

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

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

COUNTY CHIEF EXECUTIVE OFFICER:

COUNTY FISCAL OFFICER:

Signature:

Signature:

Date:

Date:

Print Name: Anthony J. Picente

Print Name: Joseph J. Timpano

Title: County Executive

Title: Comptroller

Address: 800 Park Avenue Utica, NY 13501

Address: 800 Park Avenue Utica, NY 13501



ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH

120 Airline Street, Suite 200

Oriskany, NY 13424

Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.
County Executive

ASHLEE L. THOMPSON
Commissioner

September 15, 2021

FN 20 21 278

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

The Oneida County Department of Mental Health (OCDMH) has been working with the New York State Office of Mental Health (OMH) to compensate contracted mental health service providers for Oneida County for excess expenses upon closeout of a given calendar year of services.

OCDMH and OMH have completed the reconciliation closeout process for years 2013-2016 and OMH has permitted OCDMH to pay contracted mental health service providers for those years based on excess expenses and fund availability as set forth on the attached sheet. The total amount for the excess expenses is \$724,334 and 100% is OMH state aid funding. Throughout the closeout process, OCDMH has requested the Board of Legislators approve moving OMH funds into the appropriate provider accounts. OMH determined one amount, which it initially approved for CFLR, was in error. OCDMH now requests this amount, which was transferred into Account A4310.49521, be moved to Account A3490. The payment and transfer of the funds on the attached sheet will reconcile OCDMH OMH accounts for 2013-2016. If this meets with your approval, please forward to the Board of Legislators upon completing your review.

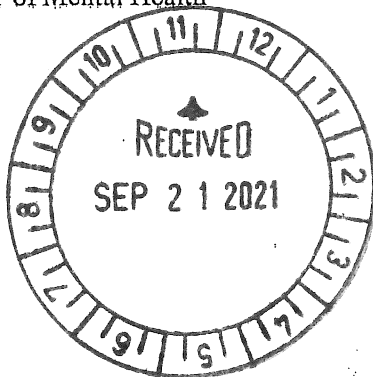
Thank you very much for your time and consideration of this request, I would be pleased to respond to any questions or concerns you might have with regard to this request.

Respectfully,

Ashlee Thompson

Ashlee L. Thompson, MHA, MEd., Master CASAC
Commissioner of Mental Health

ALT/jh
Encs.



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

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

Date 9-21-21

Oneida Co. Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Service Provider Agencies listed below and on attached
“NYS Office of Mental Health Closeout Payments 2013-
2016 Summary Sheet.”

Title of Activity or Service: Contract Closeout Payments and Transfer of Funds

Proposed Dates of Operation: January 1, 2021 through December 31, 2021

Client Population/Number to be Served: Oneida County Department of Mental Health

Summary Statements

1) Narrative Description of Proposed Services

OCDMH and OMH have completed the reconciliation closeout process for years 2013-2016 and OMH has permitted OCDMH to pay contracted mental health service providers for those years based on excess expenses and fund availability as set forth on the attached sheet. The total amount for the excess expenses is \$724,334 and 100% is OMH state aid funding. Throughout the closeout process, OCDMH has requested the Board of Legislators approve moving OMH funds into the appropriate provider accounts. OMH determined one amount, which it initially approved for CFLR, was in error. OCDMH now requests this amount, which was transferred into Account A4310.49521, be moved to Account A3490. The payment and transfer of the funds on the attached sheet will reconcile OCDMH OMH accounts for 2013-2016.

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

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

Total Funding Requested: \$724,334

<u>Provider Agency</u>	<u>Closeout Amount</u>	<u>Account #</u>
CFLR	\$ 39,169	A4310.49521
The ARC	\$ 2,557	A4310.49516
RCIL	\$ 28,431	A4310.49525
Neighborhood Center	\$ 305,152	A4310.49526
ICAN	\$ 70,107	A4310.49541
UCP	\$ 219,510	A4310.49517
Human Technologies	\$ 59,408	A4310.49518

Additional Transfer Request: CFLR; \$ 27,740 from A4310.49521 to A3490

Oneida County Dept. Funding Recommendation: \$724,334

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% OMH State Aid Funding

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

Mandated Service: Mandated Service

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

September 16, 2021,

FN 20 21-279

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Contract Amendment between the Oneida County Department of Family and Community Services and **North Utica Senior Citizen's Recreation Center, Inc.**, a sole proprietor located at 50 Riverside Drive Utica, New York 13502. If you approve, please forward it to the Board of Legislators for further consideration.

This amendment will increase funding for an amended total amount of four hundred sixty five thousand, five hundred dollars and no cents (\$465,500.00).

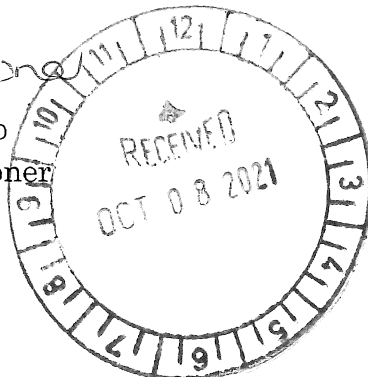
I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

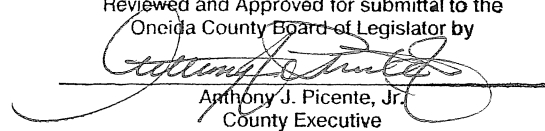


Michael J. Romano
Deputy Commissioner

MJR/md



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


Anthony J. Picente, Jr.
County Executive

Date 10-7-21

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: **The North Utica Senior Citizens Recreation Center, Inc.**
50 Riverside Drive
Utica, New York 13502

Title of Activity or Service: Fiscal Intermediary Services Amendment

Proposed Dates of Operation: January 1, 2021 – December 31, 2021

**Client Population/Number to
be Served:** **Oneida County residents aged 60+**

- (a) Caregiver Support Program Emergency Respite Service:**
Approximately fifty (50) clients are expected to be in need of respite services.
- (b) Community Living Program (CLP):**
Approximately forty (40) elderly and disabled individuals most at risk for Medicaid spend down and Nursing Home Placement.
- (c) Alzheimer’s Associations Respite Grant:**
Approximately forty (40) scholarships are available for clients with Alzheimer’s or a related disorder in need of respite services.

Summary Statements

1) Narrative Description of Proposed Services

- (a) Caregiver Support Program Emergency Respite Services** addresses the immediate, intermittent respite needs for a caregiver and care receiver.
- (b) Community Living Program (CLP)** will provide Oneida County with the ability to develop a flexible consumer directed model of service to allow clients to remain in their community.
- (c) Alzheimer’s Association Respite Grant** will address the immediate, intermittent respite needs for caregivers and care receivers who suffer from Alzheimer’s or related disorder.

2) Program/Service Objectives and Outcomes:

- (a) Caregiver Support Program Emergency Respite Services** will provide support service activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community.
- (b) Community Living Program (CLP)** will link individuals with home and community based services and supports, using a budget based consumer driven plan of care, with services and goods selected by the consumer or primary caregiver.
- (c) Alzheimer’s Association Respite Grant** will provide support services activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers of clients with Alzheimer or another related disease.

3) Program Design and Staffing: N/A

Total Funding Requested: \$465,500.00

Account # A6772.495135
A6774.495.99
A6772.495149

Oneida County Dept. Funding Recommendation: \$465,500.00

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

- **Caregiver Respite Program (IIIE) (#A6772.495135) \$78,000.00**
Federal: 75% (\$58,500.00) State: UMN (\$95,000) County: 25%(\$19,500.00)
- **Community Living Program (CLP)(#A6774.49599) \$112,000.00**
Federal: 0% (\$0) State: 75% (\$84,000.00) County: 25% (\$28,000.00)
State UMN: (\$45,000.00)
- **Alzheimer's Association Respite Grant (#A6772.495135) \$135,500.00**
Federal: 0% (\$0) State: 100% (\$135,500.00) County: 0% (\$0)

Cost Per Client Served: N/A

Is this service mandated? Yes

Past Performance Data: The agency has been providing this service since 2016 and the Department is happy with its performance.

O.C. Department Staff Comments: BIPP Caregiver was removed for the 2019 contract.

AMENDMENT

THIS AMENDMENT is by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, 13501 by and through its department of Family and Community Services, with offices at 120 Airline Street, Suite 201, Oriskany, New York 13424, herein collectively referred to as the "County", and **North Utica Senior Citizen's Recreation Center, Inc.**, a sole proprietor located at 50 Riverside Drive Utica, New York 13502.

WITNESSETH

WHEREAS, the County and the Provider Agency entered into an agreement whereby the Provider Agency provides services to Oneida County residents, hereinafter referred to as the "Original Agreement", (County contract number 129287), a copy of which is attached hereto as Exhibit "A". The Original Agreement is in effect from January 1, 2021 through December 31, 2021, and

WHEREAS, since the execution of the Original Agreement, New York State Office for the Aging/Continuing Care, herein referred to as "OFA," adjusted prior funding to reflect additional funding from New York State Office for the Aging (NYSOFA);

WHEREAS, the parties desirous of entering into a First Amendment the Original Agreement regarding the following provisions,

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The Original Agreement (Contract #129287) shall be amended to include:
 - a. Increase in funding for a new total of four hundred sixty five thousand, five hundred dollars and no cents (\$465,500.00).
2. All other terms of the Original Agreement remain in effect without change or alteration.

(THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

North Utica Senior Citizen's Recreation Center, Inc.

Date

By: Sandra Sorka
Sandra Sorka
Executive Director

10/5/2021

Oneida County Department of Family and Community Services

Date

By: Michael J. Romano
Michael J. Romano
Deputy Commissioner

10/5/21

County of Oneida

Date

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

By: _____
Richard P. Ferris, Esq.
Assistant County Attorney

AGREEMENT

This Agreement made and entered into by and between **The North Utica Senior Citizen's Recreation Center, Inc.**, a domestic not-for-profit corporation, with principal offices located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation existing and organized under the laws of the State of New York, with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter collectively known as the "**COUNTY**," all parties to the Agreement hereinafter collectively known as the "**PARTIES**."

WITNESSETH:

WHEREAS, the **COUNTY** and the **CONTRACTOR** entered into an agreement whereby the **CONTRACTOR** provides services to Oneida County residents, hereinafter referred to as the "Original Agreement," (**COUNTY** contract number 91648), a copy of which is attached hereto as Exhibit "A." The Original Agreement was in effect from January 1, 2019 through December 31, 2019; and

WHEREAS, the Original Agreement included terms that allow the **County** to renew this annual agreement up to a total of four consecutive one year terms; and

WHEREAS, the **PARTIES** previously entered into a First Renewal to the Original Agreement for a term of January 1, 2020 through December 31, 2020; and

WHEREAS, the **PARTIES** are desirous of entering into a Second Renewal to the Original Agreement;

NOW THEREFORE, in consideration of the mutual promises made herein, the **PARTIES** hereto agree as follows:

1. The Second Renewal to the Original Agreement shall commence January 1, 2021 and terminate December 31, 2021.
2. The Total reimbursement from the **COUNTY** to the **CONTRACTOR** for the term of this Second Renewal shall not exceed two hundred twenty-two thousand five hundred dollars (\$222,500.00).

3. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have signed this Second Renewal on the date stated.

The North Utica Senior Citizen's Recreation Center, Inc.

By: Sandra Siroka
Sandra Siroka
Executive Director

Date: 4/1/2021

Oneida County Department of Family and Community Services

By: Colleen Fahy-Box
Colleen Fahy-Box
Executive Director

Date: 4/26/21

County of Oneida

By: Anthony J. Pivente, Jr.
Anthony J. Pivente, Jr.
Oneida County Executive

Date: 6/29/21

Approved:

By: Richard P. Ferris 6/24/21
Richard P. Ferris, Esq.
Assistant County Attorney

AGREEMENT

THIS AGREEMENT, hereinafter known as "Agreement," by and between **THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501 by and through its **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter collectively known as the "**COUNTY**," each a "**PARTY**" and collectively the "**PARTIES**."

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal Administration on Aging (AOA)-Older Americans Act Title III, Title V, New York State Office for the Aging (NYSOFA) – Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers (MIPPA)/ Senior Health Insurance Program (SHIP), and County of Oneida funds; and

WHEREAS, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and agreements funded through the **COUNTY**; and

WHEREAS, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. TERM OF THE AGREEMENT

A. The term and conditions of this Agreement shall commence **January 1, 2020** and terminate **December 31, 2020**.

B. At the **COUNTY**'s sole discretion, this Agreement may be renewed for three (3) additional one-year agreements. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR** on an annual basis and the **COUNTY** reserves the right to seek the same or similar services from third parties.

2. **SCOPE OF SERVICES**

A. The **CONTRACTOR** shall provide flexible consumer-directed care services as part of a consumer's individualized budget-based plan of care created by the **COUNTY**, specifically, the program case coordinator, in collaboration with the consumer or the consumer's primary caregiver.

B. The **CONTRACTOR** shall maintain detailed accounting records for each consumer's care budget, independent financial audits, and funds for the purchase of community services and supports required by this Agreement.

C. The **CONTRACTOR** shall establish a Memorandum of Understanding, consistent with this Agreement, with various community agencies based on consumer selection. The **CONTRACTOR** shall provide goods and services selected by the consumer or their caregiver, to be purchased out of the consumer's individual care budget, and listed in the consumer's self-directed plan of care.

D. The **CONTRACTOR** shall provide flyers, brochures, and family education materials deemed necessary and approved by the **COUNTY**.

E. The **CONTRACTOR** shall provide a monthly accounting of the program's fund balance with copies of invoices and other necessary supporting documents as required by the **COUNTY**.

F. The **COUNTY**, specifically the program case coordinator, will fax an approval form for each authorized service to each provider prior to services starting, and will provide the **CONTRACTOR** with a copy of each faxed approval form.

3. **PERFORMANCE OF SERVICES**

A. The **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services. The **CONTRACTOR** shall use its best efforts to perform the services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the consumer or consumer's caregiver in order to determine the location, method, details, and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The **CONTRACTOR** may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide the Assistants with any salary or benefits. The **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable federal, state or local laws and regulations.

C. The **CONTRACTOR** acknowledges and agrees that the **CONTRACTOR** and its Assistants have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

4. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all **PARTIES** that the **COUNTY** shall reimburse the **CONTRACTOR** in accordance with the terms and conditions of this Agreement, EISEP regulations, and the Older Americans Act.

B. The **COUNTY** shall reimburse the **CONTRACTOR** for services provided an amount not to exceed \$198,500.00, of which a maximum of \$19,850.00 shall be utilized for program administration. The breakdown of program funding will be as follows:

PROGRAM

•Caregiver Support Program Emergency Respite Services (III)	\$63,000.00
•Community Living Program (EISEP/CLP)	\$90,000.00
•Alzheimer's Association Respite Grant	\$45,500.00
TOTAL	\$198,500.00

C. Reimbursement shall be made in four (4) installments upon submission of a **COUNTY** voucher in compliance with the Oneida County Office for the Aging Voucher Instructions for Units of Services Contracts, attached hereto as **APPENDIX C**. The reimbursement schedule will be as follows:

<u>DATE</u>	<u>PAYMENT AMOUNT</u>
• January 1, 2020	\$49,625.00
• April 1, 2020	\$49,625.00
• July 1, 2020	\$49,625.00
• October 1, 2020	\$49,625.00

D. Unused Caregiver Support Program Emergency Respite Services funds may be carried over from one fiscal year to the next and utilized for the Respite Scholarship Fund Program functions.

E. The **COUNTY** shall not be liable for any late fees or any interest on late payments.

F. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State, federal and **COUNTY** funds for the purpose set forth in this Agreement. Should funds become unavailable or should appropriate New York State, federal, and/or **COUNTY** officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to

termination and in no event will the COUNTY be responsible for any actual or consequential damages as a result of termination.

G. The COUNTY reserves the right to withhold reimbursement under this Agreement due to the CONTRACTOR's failure to properly perform its obligations under this Agreement. The COUNTY may withhold reimbursement for including but not limited to:

1. defective services;
2. third party claims;
3. failure of the CONTRACTOR to pay its subcontractors, if any;
4. damage to the COUNTY; or
5. failure to carry out the services in accordance with this Agreement.

H. It is understood and agreed that the COUNTY shall not be responsible for any costs incurred by the CONTRACTOR prior to the effective date or following the termination date of this Agreement.

5. **TRAINING**

The CONTRACTOR's Assistants shall not be required to attend or undergo any training by the COUNTY. The CONTRACTOR shall be fully responsible for all training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the CONTRACTOR and its Assistants to the COUNTY shall be that of Independent Contractors. The CONTRACTOR's Assistants shall not be considered employees of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The CONTRACTOR's Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that 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 COUNTY.

B. The CONTRACTOR warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The CONTRACTOR and the COUNTY agree that the CONTRACTOR is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

C. The CONTRACTOR's Assistants shall not be eligible for compensation from the COUNTY due to illness; absence due to normal vacation; or absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** acknowledges and agrees that the **CONTRACTOR'S** Assistants shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the **CONTRACTOR'S** form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

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

H. The **CONTRACTOR** shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. NON ASSIGNMENT CLAUSE

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the COUNTY.

9. **STANDARD ASSURANCES**

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, the AOA, the NYSOFA, and the COUNTY, more fully described in APPENDIX A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The CONTRACTOR shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The CONTRACTOR shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., *"This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging."*). The CONTRACTOR shall forward copies of all materials to the COUNTY at the end of each month.

F. The COUNTY shall conduct a program review to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

10. **NYSOFA TERMS AND CONDITIONS**

A. The CONTRACTOR agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
4. Older Americans Act (42 U.S.C. 3001, et seq.)
5. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
6. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
7. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
8. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
9. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
10. Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, shall provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the **COUNTY** for providing services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the services on older adults in the targeted populations identified by the **COUNTY** following the methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

C. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation

services provider of their choice. The CONTRACTOR shall train Assistants that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that this Agreement with the COUNTY is for a program or service funded under the Area Plan, the CONTRACTOR agrees that it and any subcontractors shall perform such work in accordance with the terms of the Area Plan. The COUNTY agrees to make the Area Plan available to the CONTRACTOR.

E. The CONTRACTOR agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the CONTRACTOR shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the COUNTY, for providing services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

11. GRIEVANCE PROCEDURES

The CONTRACTOR shall implement the Oneida County Office for the Aging Grievance Procedures as required by the NYSOFA. The written procedures are attached as APPENDIX B.

12. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The CONTRACTOR shall keep program funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions for Units of Services Contracts, refer to APPENDIX C.

C. The CONTRACTOR shall report to the COUNTY any and all additional moneys or program income (contributions, donations) given to the supported programs. "Program income means gross income received by the subcontractor directly generated by a COUNTY grant supported activity, or earned as a result of the COUNTY grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

D. The CONTRACTOR shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, and other grants within its program budget.

F. The COUNTY shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the Agreement is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the 45 C.F.R. §75.381

13. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the **CONTRACTOR** and its agents, servants, employees, independent contractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers, independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its agents, servants, employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the

CONTRACTOR shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. Prior to the start of any work, the **CONTRACTOR** shall provide certificates of insurance to the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the Contractor to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Business Automobile Liability Policy, and Excess/Umbrella Policy. These certificates and the insurance policies required below shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**. The **COUNTY** must be named as the certificate holder and additional insured.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Two Million Dollars (\$2,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.

F. Business Automobile Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a Business Auto Liability Insurance policy in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** shall have

the COUNTY added to said insurance policies as a named additional insured, on a primary and non-contributory basis.

G. Excess/Umbrella Liability Insurance: The CONTRACTOR shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000.00) annual aggregate. The CONTRACTOR shall have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Excess/Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

H. Professional Liability Insurance: The CONTRACTOR shall, during the term of this Agreement maintain a professional liability policy and shall provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The CONTRACTOR shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The CONTRACTOR shall require any subcontractor(s) to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the CONTRACTOR in the above Insurance Coverage Requirements paragraphs.

K. Payment(s) to the CONTRACTOR may be suspended in the event that the CONTRACTOR and its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The CONTRACTOR waives all rights against the COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Business Automobile Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.

15. REPORTING REQUIREMENTS

A. The COUNTY shall, pursuant to the requirements of CSEP/ III-E funded programs, comply with the Definition of Services, April 2011, as established by the NYSOFA (96-PI-43).

B. The CONTRACTOR shall provide the COUNTY with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The CONTRACTOR shall maintain appropriate consumer records on each consumer who receives services through this program; the COUNTY shall have access to the consumer records upon request; the COUNTY shall have ownership of all consumer's records and files.

D. The CONTRACTOR shall comply with policies ensuring consumer confidentiality, as established by the COUNTY, when information sharing between agencies is crucial to a consumer's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The CONTRACTOR shall provide the COUNTY with required monthly, periodic, and/or special reports and shall submit all reports to the COUNTY by the dates specified.

16. **COORDINATION REQUIREMENTS**

A. The CONTRACTOR and the COUNTY shall coordinate referrals.

B. The CONTRACTOR and the COUNTY shall work with older persons, who are not eligible for services under this Agreement, to obtain needed services.

C. The CONTRACTOR shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

A. The Agreement may be cancelled by the COUNTY for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement. The CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The COUNTY reserves the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The CONTRACTOR agrees that in the event of termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the COUNTY.

D. The CONTRACTOR shall coordinate with the COUNTY and other providers to ensure that any break in service to consumers shall not be detrimental to the consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the consumers' behalf.

18. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the PARTIES and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all PARTIES.

C. By signing below, the **PARTIES** agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Appendix AA (Caregiver Support Program for Respite Services Policies and Procedures), Appendix A (State and Local Regulations), Appendix B (Oneida County Office for the Aging Grievance Procedures), Appendix C (Oneida County Office for the Aging Voucher Instructions for Units of Services Contracts), and the Standard Oneida County Conditions Addendum.

D. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

19. **STANDARD ADDENDUM**

The **CONTRACTOR** shall comply with the Standard Oneida County Conditions Addendum which is attached hereto and made a part hereof.

20. **CHOICE OF LAW/FORUM**

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

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

21. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representatives, successors, and assigns.

22. **NON WAIVER**

No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the **PARTIES** to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

23. **SEVERABILITY**

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

24. **AUTHORITY TO ACT/SIGN**

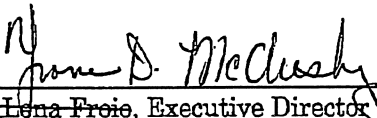
The CONTRACTOR hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by CONTRACTOR of this Agreement and the consummation of the transactions contemplated herein have been duly authorized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

25. **ADVICE OF COUNSEL**

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

IN WITNESS WHEREOF, the PARTIES have here unto set their hand on the date respectively stated.

THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.



Maria Elena Freie, Executive Director
Yvonne D. McClusky

11/26/2019
Date

COUNTY OF ONEIDA



Anthony J. Picente Jr., County Executive

2/21/20
Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director

12/12/19
Date

Approved:

By: Maryangela Scalzo
Maryangela Scalzo, Assistant County Attorney

2/21/20
Date

APPENDIX AA

Caregiver Support Program for Respite Services
Policies and Procedures

Title: The Caregiver Support Program Coordination of Respite Services

Purpose: To identify caregivers and care receivers who are eligible for funding under the Caregiver Support Program for Respite Services ("Respite Services").

Respite Services is a program of the Oneida County Office for the Aging. The Oneida County Office for the Aging subcontracts the service to provide:

- Respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities through institutional respite services.

To be eligible for Respite Services, there must be:

1. Caregiver as defined below.
2. Care receiver as defined below.
3. A respite need that will help sustain the caregivers efforts to care for an individual who has a chronic illness or disability and will promote the ability of these individuals to remain in their homes and local communities instead of being placed in residential facilities. The respite need can be categorized as either or both of the following:
 - A. An imminent or emergency respite need that enables caregivers to be temporarily relieved from their caregiving responsibilities so that the caregiver can resume caregiving responsibilities once the short term need has been satisfied; **AND/OR**
 - B. A respite need for a caregiver that is attempting to develop a long term plan of care for the care receiver to remain in the community and requires temporary, short term assistance from the Respite Services to accomplish this.

Caregiver is defined as "family caregiver means an adult family member, or another individual who is an informal provider of in-home and community care to an older (age 60 and older) individual." ¹

Care receiver, for purposes of Respite Services, is defined as an individual that is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision, or due to a cognitive or other mental impairment that requires substantial supervision.

Respite is defined as the ability to provide a brief period of relief or rest by providing activities and or services for the care receiver on an intermittent, occasional, or emergency basis such as: temporary, substitute supports, or short-term living arrangements may be in the form of in-home respite, adult care respite, respite guest hours, or institutional respite.

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Oneida County, through its Office for the Aging, hereinafter known as the "COUNTY," The North Utica Senior Citizens Recreation Center, Inc., hereinafter known as the "CONTRACTOR," and Participating Nursing Home Facilities ("Facility" or "Facilities") will coordinate Respite Services pursuant to the following procedure:

- The **COUNTY** shall receive from the **CONTRACTOR** requests for Respite Services including dates of stay.

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<sup>1</sup> US Administration on Aging, Title III Part E National Family Caregiver Support Program (from the 2000 Amendments to the Older Americans Act)

- The COUNTY, through its Case Manager and/or Caregiver Support Program Coordinator shall complete a home assessment.
- The COUNTY shall complete appropriate paperwork to determine need and eligibility including the Caregiver Assessment Form, release of information for Care Receiver, release of information for Caregiver, Compass Assessment Form for Care Receiver, and Medication List for Care Receiver.
- The Caregiver Support Program Coordinator shall contact the designated contact person at a Facility based on client geographic location, need, and request.
- The Caregiver Support Program Coordinator shall provide the chosen Facility with the Care Receiver's name, social security number, date of birth, address, and phone number.
- The Caregiver Support Program Coordinator shall fax the following paperwork to the designated contact person at the Facility: COMPASS, releases of information, and medication list.
- The Caregiver Support Program Coordinator shall contact the Caregiver and/or the Care Receiver to verify the approved Respite Services and inform them of the following steps in the procedure.
- The Facility shall contact Caregiver and Care Receiver to schedule the Facility's own assessment.
- The Facility shall obtain doctor's orders for the Respite Services, if the Facility is having difficulty, the Facility can request the Caregiver Support Program Coordinator facilitate obtaining the doctor's orders by utilizing the Caregiver Support Request Form.
- The Facility shall obtain and complete any other paperwork related to Respite Services as it pertains to any related regulations or individual facility policies.
- The Facility shall provide Respite Services for the prior approved time at the current Medicaid rate.
- The Facility shall submit a COUNTY Voucher to the COUNTY.
- The Caregiver Support Program Coordinator shall confirm that the Respite Services were rendered by contacting the Caregiver and/or Care Receiver.
- The Caregiver Support Program Coordinator shall authorize the CONTRACTOR to submit payment to the Facility.

## APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal opportunity Provisions of the Workforce investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):
  - a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
  - b. OMB Circular A-95 (Clearinghouse Review)
  - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)

- d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
  - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
  - f. OMB Circular A-128 (Audits of State and Local Governments)
  - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
  - 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
  - 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
  - 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
  - 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
  - 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
  - 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
  - 31) Legal Assistance Standards (94-PI-52 [12/29/94])
  - 32) Weatherization Referral and Packaging Program (WRAP) Handbook
  - 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
  - 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)
  - 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
  - 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)



## APPENDIX B

### **ONEIDA COUNTY OFFICE FOR THE AGING Grievance Procedures**

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

#### Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### Denial of Service or Client's Dissatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, and reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

### **Grievance Process**

#### Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied. The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

#### Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

#### Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

#### Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

#### Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

**APPENDIX C**  
Oneida County Office for the Aging  
**Voucher Instructions**  
For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
  - ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
  - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
  - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.
9. **Changes To The Budget** (including personnel):
  - ✓ Submit a Budget Revision and a justification for the change.
10. **Technical Assistance:**
  - ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/30/2021

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 have ADDITIONAL INSURED provisions or 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<br><b>Turnbull Insurance Service</b><br>600 French Road Suite 1<br>New Hartford, NY 13413<br>License #: 730541 | CONTACT NAME: <b>Knyoca Law</b>                                                |
|                                                                                                                         | PHONE (A/C, No, Ext): <b>(315)735-9201</b> FAX (A/C, No): <b>(315)735-6563</b> |
|                                                                                                                         | E-MAIL ADDRESS: <b>knyoca@turnbull-insurance.com</b>                           |
|                                                                                                                         | INSURER(S) AFFORDING COVERAGE                                                  |
|                                                                                                                         | INSURER A: <b>Philadelphia Insurance Companie</b>                              |
| INSURED<br><b>North Utica Senior Citizens Recreation Center, Inc</b><br>50 Riverside Drive<br>Utica, NY 13502           | INSURER B:                                                                     |
|                                                                                                                         | INSURER C:                                                                     |
|                                                                                                                         | INSURER D:                                                                     |
|                                                                                                                         | INSURER E:                                                                     |
|                                                                                                                         | INSURER F:                                                                     |
|                                                                                                                         | NAIC #                                                                         |

COVERAGES      CERTIFICATE NUMBER: 95951957-389071      REVISION NUMBER: 1


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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>Teachers Prof Liab</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | PHPK2190964   | 11/11/2020              | 11/11/2021              | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b><br>MED EXP (Any one person) \$ <b>5,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br>\$ |
| A        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                  | Y         |          | PHPK2190964   | 11/11/2020              | 11/11/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                                   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                                                    | Y         |          | PHUB688520    | 10/02/2020              | 10/02/2021              | EACH OCCURRENCE \$ <b>1,000,000</b><br>AGGREGATE \$ <b>1,000,000</b><br>\$                                                                                                                                                                                                               |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                           | Y/N       | N/A      |               |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

|                                                         |                                                                                                                                                                |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Oneida County</b><br>800 Park Ave<br>Utica, NY 13501 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                         | AUTHORIZED REPRESENTATIVE<br><br>(KNY)                                     |

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**STATE OF NEW YORK - WORKERS' COMPENSATION BOARD**

**ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA**

**NOTICE OF COMPLIANCE  
TO EMPLOYEES**

**IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE  
INJURED OR SUFFER AN OCCUPATIONAL DISEASE  
WHILE WORKING.**

1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain any necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

**NYS Workers' Compensation Board  
Centralized Mailing  
PO Box 5205  
Binghamton, NY 13902-5205**

**Customer Service Line: 877-632-4996**

**AVISO DE CUMPLIMIENTO  
A EMPLEADOS**

**INFORMACION IMPORTANTE PARA EMPLEADOS QUE  
SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD  
OCUPACIONAL MIENTRAS TRABAJAN.**

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concierne a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del término de 30 días de haber sufrido su lesión su reclamación podría ser desestimada, por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesión o enfermedad relacionada con el trabajo, usted puede escoger cualquier médico, podiatra, quiropráctico ó psicólogo (si es referido por un médico autorizado) que esté autorizado y acepte pacientes de la Junta de Compensación Obrera. Sin embargo, si su patrono está autorizado a participar en una organización certificada de proveedores preferidos (PPO), usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquiera de estos programas establecidos por ley están obligados a proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.
5. Usted deberá requerir de su Médico que radique copias de los informes médicos de su caso en la Junta de Compensación Obrera y en la compañía de seguros de su patrono, que se indica al final de esta forma.
6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo ó resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.
7. No pague a ningún proveedor médico directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso ó la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podría ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado ó por representante licenciado si usted así lo desea. Si es representado, no pague al abogado ó al representante licenciado. Cuando la Junta decida su caso, los honorarios serán determinados por la Junta y descontados de sus beneficios.
9. Si tiene dificultad en conseguir un formulario de reclamación o necesita ayuda para llenarlo ó tiene dudas sobre cualquier situación relacionada con una lesión o enfermedad comuníquese con la oficina más cercana de la Junta.

Clarissa Rodriguez  
**CHAIR/PRESIDENTE  
Workers' Compensation Board**

Workers' Compensation benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando debidos, serán pagados por):

Name, address and telephone number of licensed insurance carrier, authorized group self-insurer or main office of authorized self-insurer

C/O AmTrust North America, P.O. Box 6935, Cleveland, OH 44101, Tel: 888-239-3909, Toll Free

For Insurance Carriers ONLY: Policy No      KWC1242412  
Policy in Force from      4/1/2021      to      4/1/2022

C-105 (9-17)      Workers' Compensation Board      Prescribed of by Chairman State      New York      www.wcb.ny.gov

Name of employer (Nombre del patrono)

North Utica Senior Citizens Recreation Center

**THIS NOTICE MUST BE POSTED  
CONSPICUOUSLY IN AND ABOUT THE  
EMPLOYER'S PLACE OR PLACES OF BUSINESS.**

Failure by an employer to post this notice in and about the employer's place or places of business may result in a \$250 penalty for each violation.

30 - 007 - 10/01/2021 12:00:00



Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

Contract Administration, 4<sup>th</sup> Floor  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5073 Fax (315) 793-6044

October 5, 2021

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

FN 20 71-280  
HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the 2021 – 2022 Annual Implementation Plan (Four Year Plan) for Oneida County Office for the Aging and Continuing Care, for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

This document contains both narrative and budget pages essential for the Oneida County Office for the Aging and Continuing Care funding application to the New York State Office for the Aging (NYSOFA).

The total amount of this contract is \$5,031,374.00, with \$1,962,064.00 (Federal); \$1,988,026.00 (State); \$834,308.00 (County) and \$246,976.00 (Other).

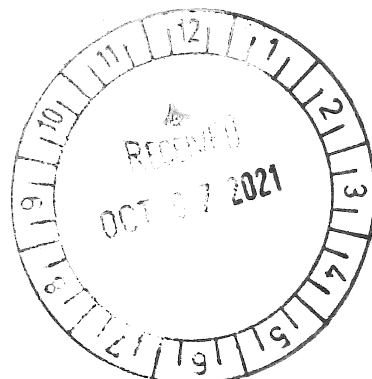
I am available at your convenience should you have any questions regarding this Agreement.

Sincerely,

Michael J. Romano  
Deputy Commissioner

MJR/md

Enclosure



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 10-7-21

Oneida Co. Department: Office for Aging

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

ONEIDA COUNTY BOARD  
OF LEGISLATORS

Name & Address of Vendor: (NYSOFA) New York State Office for the Aging

Title of Activity or Service: Annual Implementation Plan (AIP)/ Four Year Plan  
Annual Update

Proposed Dates of Operation: April 1, 2021 through March 31, 2022

Client Population/Number to be Served: 12,000

Summary Statements:

1) **Narrative Description of Proposed Services**

Oneida County Office for the Aging and Continuing Care funding application to the New York State Office of the Aging (NYSOFA)

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

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan" requirements under Section 214 of the New York State Elder Law

3) **Program Design and Staffing**

N/A

**Total Funding Requested:** \$ 5,031,374.00 Account #: N/A

**Oneida County Dept. Funding Recommendation:** \$ 5,031,374.00

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

Federal: \$1,962,064.00 State: \$1,988,026.00 County: \$834,308.00 Other: \$246,976.00

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This represents an update to the four-year planning document.



## CERTIFICATION REGARDING LOBBYING

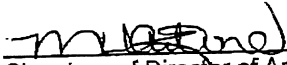
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 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 undersigned 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.

  
Signature of Director of Area Agency on Aging

Michael J. Romano  
Print/Type Name

5/25/11  
Date



AAA: Oneida - 30  
Original Date Submitted:

Date Revised:

Date Last Saved: | Last Saved By:

**2021-22 ANNUAL UPDATE TO THE 2020-24 FOUR YEAR PLAN  
APRIL 1, 2021-MARCH 31, 2022  
FOR OLDER AMERICANS ACT,  
NEW YORK STATE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM,  
COMMUNITY SERVICES FOR THE ELDERLY PROGRAM,  
CONGREGATE SERVICES INITIATIVE,  
WELLNESS IN NUTRITION,  
UNMET NEED,  
STATE TRANSPORTATION PROGRAM,  
CAREGIVER RESOURCE CENTER, and  
HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM**

This document, including the applications and attachments, is an update, for the period April 1, 2021 through March 31, 2022, to the 2020-24 Four Year Plan and any previous amendments, modifications, or updates thereto approved by the New York State Office for the Aging.

Area Agency on Aging (AAA): Oneida County Office for the Aging/Continuing Care County Code: 30  
Director's Name: June Title: Hanrahan  
Address: 120 Airline St  
City: Oriskany, New York Zip Code: 13424  
Phone Number: (315) 768-3617 Ext. Email: jhanrahan@ocgov.net

**For County/City of New York/Native American Organization**  
Name of the Chief Executive Officer: Anthony J. Picente, Jr. Title: County Executive  
Address: 800 Park Ave  
City: Utica, New York Zip Code: 13501  
Phone Number: (315) 798-5800 Ext. Email: apicente@ocgov.net **OR If other than County/City of New York/Native American Organization**  
Name of the Sponsoring Organization:  
Name of Chief Officer of the Governing Body of the Sponsoring Organization: Title:  
Address:  
City: , New York Zip Code:  
Phone Number: Ext. Email:

**Official Authorized to Receive Payments on behalf of the AAA**

Name: Anthony Carvelli Title: Finance Commissioner  
Address: 800 Park Ave  
City: Utica, New York Zip Code: 13501  
Phone Number: (315) 798-3641 Ext. Email: acarvelli@ocgov.net

**Submit To:**  
**New York State Office for the Aging**  
**Division of Local Program Operations**  
**2 Empire State Plaza**  
**Albany, NY 12223-1251**

## REVENUE DIVERSIFICATION

1. If contracting or planning to contract with a healthcare system or other providers, indicate each contractual agreement below. Examples of providers which may purchase services through contract with the AAA include Managed Care Organizations, health systems, hospitals, health insurers, and other payers.

Does the AAA plan on contracting with any health systems or other providers during the Annual Update period?  
 \*YES     NO

If \*yes, List the name(s) of the provider which will purchase services from the AAA. What service(s) is/are the AAA contracted for or negotiating to provide and what is the reimbursement agreement?

| Name of Provider: <i>Managed Care</i>                              | CONTRACTED UNIT RATE (IF APPLICABLE) | REIMBURSEMENT AGREEMENT DESCRIPTION (IF NOT UNIT RATE) | ANTICIPATED VALUE OF CONTRACT |
|--------------------------------------------------------------------|--------------------------------------|--------------------------------------------------------|-------------------------------|
| <input type="checkbox"/> Personal Care Levels I                    | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Personal Care Levels II                   | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Home Health Aide                          | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Case Management                           | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Adult Day Services                        | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Personal Emergency Response System (PERS) | 0.00                                 |                                                        | 0.00                          |
| <input checked="" type="checkbox"/> Home-delivered meals           | 8.10                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Congregate meals                          | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Transportation                            | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Evidence-Based Health Promotion           | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Other:                                    | 0.00                                 |                                                        | 0.00                          |
| <b>Comments:</b>                                                   |                                      |                                                        |                               |

| Name of Provider: <i>Senior Network of Palms</i>     | CONTRACTED UNIT RATE (IF APPLICABLE) | REIMBURSEMENT AGREEMENT DESCRIPTION (IF NOT UNIT RATE) | ANTICIPATED VALUE OF CONTRACT |
|------------------------------------------------------|--------------------------------------|--------------------------------------------------------|-------------------------------|
| <input type="checkbox"/> Personal Care Levels I      | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Personal Care Levels II     | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Home Health Aide            | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Case Management             | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Adult Day Services          | 0.00                                 |                                                        | 0.00                          |
| <input type="checkbox"/> Personal Emergency Response |                                      |                                                        |                               |

|                                                          |      |  |      |
|----------------------------------------------------------|------|--|------|
| System (PERS)                                            | 0.00 |  | 0.00 |
| <input checked="" type="checkbox"/> Home-delivered meals | 8.10 |  | 0.00 |
| <input type="checkbox"/> Congregate meals                | 0.00 |  | 0.00 |
| <input type="checkbox"/> Transportation                  | 0.00 |  | 0.00 |
| <input type="checkbox"/> Evidence-Based Health Promotion | 0.00 |  | 0.00 |
| <input type="checkbox"/> Other:                          | 0.00 |  | 0.00 |
| <b>Comments:</b>                                         |      |  |      |

| <b>Name of Provider</b>                                            |                                             |                                                               |                                      |
|--------------------------------------------------------------------|---------------------------------------------|---------------------------------------------------------------|--------------------------------------|
| <b>SERVICE</b>                                                     | <b>CONTRACTED UNIT RATE (IF APPLICABLE)</b> | <b>REIMBURSEMENT AGREEMENT DESCRIPTION (IF NOT UNIT RATE)</b> | <b>ANTICIPATED VALUE OF CONTRACT</b> |
| <input type="checkbox"/> Personal Care Levels I                    | 0.00                                        |                                                               | 0.00                                 |
| <input type="checkbox"/> Personal Care Levels II                   | 0.00                                        |                                                               | 0.00                                 |
| <input type="checkbox"/> Home Health Aide                          | 0.00                                        |                                                               | 0.00                                 |
| <input type="checkbox"/> Case Management                           | 0.00                                        |                                                               | 0.00                                 |
| <input type="checkbox"/> Adult Day Services                        | 0.00                                        |                                                               | 0.00                                 |
| <input type="checkbox"/> Personal Emergency Response System (PERS) | 0.00                                        |                                                               | 0.00                                 |
| <input checked="" type="checkbox"/> Home-delivered meals           | 8.10                                        |                                                               | 0.00                                 |
| <input type="checkbox"/> Congregate meals                          | 0.00                                        |                                                               | 0.00                                 |
| <input type="checkbox"/> Transportation                            | 0.00                                        |                                                               | 0.00                                 |
| <input type="checkbox"/> Evidence-Based Health Promotion           | 0.00                                        |                                                               | 0.00                                 |
| <input type="checkbox"/> Other:                                    | 0.00                                        |                                                               | 0.00                                 |
| <b>Comments:</b> all 3 providers are MLTC who purchase HDM         |                                             |                                                               |                                      |

2. Please describe any additional partnership development or strategic planning for revenue diversification that the AAA will engage in during the Four Year Plan Period (e.g. Private Pay, Value Based Payment, Pay for Performance, co-implementation with neighboring AAAs, partnerships with community organizations, county departments and others).

Explore potential for partnership with Insurance providers to reduce re-hospitalization rates.

**ADDITIONAL FUNDING**

Update period: 4/1/21-3/31/22

This page is an inventory of all AAA funding without a dedicated program column on the Service Delivery and Resource Allocation Plan (Budget page 1&2). The Services Provided column below indicates allowable services. Completion of this page will result in the automatic completion of the 'All Other Programs' column of the Service Delivery and Resource Allocation Plan.

- Program numbers 4 through 15 are pre-populated in the 'Program Funding Source Codes'.
- After entry, the programs entered in codes 16 through infinity will populate in the 'Program Funding Source Codes'.
- After entry, the total amount for each service for each program will automatically populate on the corresponding line for service in the 'All Other Programs' column of the Service Delivery and Resource Allocation Plan.
- Any amounts being provided as Line 21 - 'Other Services' must also be included and described in the 'Other Services' page.

| FUNDING CODE | PROGRAM NAME                | SERVICES PROVIDED              | ALL OTHER PROGRAMS COLUMN LINE | FUNDING AMOUNTS Anticipated for current program year |                                                     |            |               |
|--------------|-----------------------------|--------------------------------|--------------------------------|------------------------------------------------------|-----------------------------------------------------|------------|---------------|
|              |                             |                                |                                | NY State Administration Amount                       | Other Sources Amount (Local, Federal, Income, etc.) | Line Total | Program Total |
| 4            | Foster Grandparents         | Volunteer Services Program     | 21 (Other Services)            | 0                                                    | 0                                                   |            | 0             |
| 5            | RSVP                        | Volunteer Services Program     | 21 (Other Services)            | 0                                                    | 0                                                   |            | 0             |
| 6            | HIICAP                      | Information & Assistance       | 13 (Information & Assistance)  | 0                                                    | 0                                                   | 0          | 33784         |
|              |                             | Outreach                       | 14 (Outreach)                  | 0                                                    | 0                                                   | 0          |               |
|              |                             | Counseling & Assistance        | 21 (Other Services)            | 33784                                                | 0                                                   | 33784      |               |
| 7            | MIPPA                       | Information & Assistance       | 13 (Information & Assistance)  | 0                                                    | 0                                                   | 0          | 18632         |
|              |                             | Outreach                       | 14 (Outreach)                  | 0                                                    | 0                                                   | 0          |               |
|              |                             | Public Information             | 21 (Other Services)            | 18632                                                | 0                                                   | 18632      |               |
| 8            | State Funded Transportation | Assisted Transportation        | 9 (Assisted Transportation)    | 0                                                    | 0                                                   | 0          | 13500         |
|              |                             | Transportation                 | 10 (Transportation)            | 13500                                                | 0                                                   | 13500      |               |
| 9            | NY Connects E & E           | Various                        | 21                             | 415774                                               | 0                                                   | 415774     | 454726        |
|              |                             | Planning/Implementation/Admin. | 22                             | 38952                                                | 0                                                   | 38952      |               |
| 10           | SHINE SNAP-Ed               | Nutrition Education            | 12                             | 47320                                                | 0                                                   | 47320      | 108184        |
|              |                             | Public Information             | 21                             | 9624                                                 | 0                                                   | 9624       |               |
|              |                             | Food Box Distribution/Other    | 21                             | 51240                                                | 0                                                   | 51240      |               |
| 11           | Caregivers Resource Center  | Various                        |                                |                                                      |                                                     |            | 0             |
| 12           | Grants-in-Aid               | Various                        |                                |                                                      |                                                     |            | 0             |

|                    |                                                                                                      |                   |  |               |
|--------------------|------------------------------------------------------------------------------------------------------|-------------------|--|---------------|
| 13                 | State Respite program                                                                                | Various           |  | 0             |
| 14                 | County Funds (not Match or over-Match)                                                               | Various           |  | 201476        |
| 15                 | Contracts: purchase of AAA services by healthcare/other providers (see Revenue Diversification page) | Various           |  | 0             |
| 16                 | Other; specify                                                                                       | Alzheimer's Grant |  | 45500         |
| <b>Grand Total</b> |                                                                                                      |                   |  | <b>251976</b> |

**OTHER SERVICES (Line 21)**

Update period: 4/1/21-3/31/22

Complete the following to identify and describe all services/programs included on Line 21 in the Federal, State or Other Funding Columns, on the "Services Delivery and Resource Allocation" pages. This is to include all Line 21 services from the Additional Funding page as well. Utilize the names of services pre-populated in the drop-down menu where possible.

Name of Service/Program: Other

Other Service Name: Alzheimer's Grant

Check all that apply:  Directly Provided  Contracted

Briefly describe the service:

Consumer Directed goods and services for the Care Receiver with the goal of providing respite to family caregivers of persons with Alzheimer's disease and dementia related disorders.

Amount of Funding for this Service: 45500

Number of Units: 646

Funding Sources (List all): Alzheimer Association Grant

One Unit of Service Equals:

One unit of service is equal to one hour of respite

Name of Service/Program: Other

Other Service Name: Counseling for Tax, Financial, Entitlement, Health Insurance

Check all that apply:  Directly Provided  Contracted

Briefly describe the service:

TO provide health insurance option counseling and financial entitlement to clients.

Amount of Funding for this Service: 33784

Number of Units: 5119

Funding Sources (List all): HIICAP

One Unit of Service Equals:

AAA: Oneida - 30  
Original Date Submitted:

Date Revised:

Date Last Saved: | Last Saved By:

**OTHER SERVICES (Line 21)**

Update period: 4/1/21-3/31/22

Name of Service/Program: Other  
Other Service Name: Homemodifications

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Check all that apply:             Directly Provided             Contracted

Briefly describe the service:  
To provide home modifications necessary for clients to remain independent in their home.

Amount of Funding for this Service: 70000

Number of Units: 3111

Funding Sources (List all): Unmet Needs

One Unit of Service Equals:  
one unit would equal one hour of service

Name of Service/Program: Other  
Other Service Name: NY Connects E&E

---

Check all that apply:             Directly Provided             Contracted

Briefly describe the service:

Amount of Funding for this Service: 415774

Number of Units:

Funding Sources (List all): NY Connects E&E

One Unit of Service Equals:

Name of Service/Program: Other  
Other Service Name: Public Information/Education

---

Check all that apply:             Directly Provided             Contracted

Briefly describe the service:  
MIPPA SHIP

Amount of Funding for this Service:    18632

Number of Units:    358

Funding Sources (List all):    MIPPA SHIP

One Unit of Service Equals:

AAA: Oneida - 30

Original Date Submitted:

Date Revised:

Date Last Saved: | Last Saved By:

**OTHER SERVICES (Line 21)**

Update period: 4/1/21-3/31/22

Name of Service/Program:    Other

Other Service Name:    Respite

Check all that apply:             Directly Provided             Contracted

Briefly describe the service:

Provide Caregiver respite and respite beds to clients whose need has not been met. These services include overnight nursing home stays, respite beds, and relief to caregivers as needed.

Amount of Funding for this Service:    35000

Number of Units:    0

Funding Sources (List all):    Unmet Needs

One Unit of Service Equals:  
one unit equals one hour of service

Name of Service/Program:    Other

Other Service Name:    Respite and Respite Beds

Check all that apply:             Directly Provided             Contracted

Briefly describe the service:

These services are only for clients referred by OFA/OCC. This service provides Caregiver respite, respite beds for clients, and overnight nursing home stays if needed. Including consumer directed respite services such as budget based care



planning with the use of a Fiscal Intermediary service similar to CDEISEP

Amount of Funding for this Service: 104000

Number of Units: 5622

Funding Sources (List all): III E

One Unit of Service Equals:  
One unit = one overnight stay or one hour of respite care.

Name of Service/Program: Other

Other Service Name: Senior Health Improvement and Nutrition

Check all that apply:  Directly Provided  Contracted

Briefly describe the service:

This program is to help older adults improve health through healthy eating, promoting nutrition education, and obesity prevention interventions. This includes evidence based community workshops, health eating resource fairs, and food box distribution.

Amount of Funding for this Service: 60864

Number of Units: 936

Funding Sources (List all): SHINE

One Unit of Service Equals:  
One unit equals one hour of service

AAA: Onelda - 30

Original Date Submitted:

Date Revised:

Date Last Saved: | Last Saved By:

### OTHER SERVICES (Line 21)

Update period: 4/1/21-3/31/22

Name of Service/Program: Other

Other Service Name: Volunteer Coordinator Services

Check all that apply:  Directly Provided  Contracted

Briefly describe the service:

The services being provided include: health, wellness, and nutrition; transportation; education; arts/music; social/recreation; financial independence; volunteer services; veteran services; and access to resources. All of the above services are to help seniors remain active and independent.

Amount of Funding for this Service: 10000

Number of Units: 333

Funding Sources (List all): Unmet Needs

One Unit of Service Equals:

One Unit equals one hour of service

Complete this table to populate the III-E column on the Service Delivery and Resource Allocation Plan

| Line Item                    | Description                                                                                             | III-E |        | Grand Total |        |
|------------------------------|---------------------------------------------------------------------------------------------------------|-------|--------|-------------|--------|
|                              |                                                                                                         | Units | Amount | Units       | Amount |
| <b>Information</b>           |                                                                                                         |       |        |             |        |
| 14                           | Outreach                                                                                                | 1225  | 30815  | 0           | 0      |
| 21                           | Public Information                                                                                      | 0     | 0      | 0           | 0      |
|                              | <b>Information Subtotal</b>                                                                             | 1225  | 30815  | 0           | 0      |
| <b>Assisted Living</b>       |                                                                                                         |       |        |             |        |
| 13                           | Information and Assistance                                                                              | 3017  | 76437  | 0           | 0      |
| 6                            | Case Management                                                                                         | 1288  | 38059  | 0           | 0      |
| 21                           | Other, specify                                                                                          | 0     | 0      | 0           | 0      |
|                              | <b>Assisted Living Subtotal</b>                                                                         | 4305  | 114496 | 0           | 0      |
| <b>Respite Services</b>      |                                                                                                         |       |        |             |        |
| 19a                          | Caregiver Counseling                                                                                    | 0     | 0      | 0           | 0      |
| 19b                          | Caregiver Support Groups                                                                                | 0     | 0      | 0           | 0      |
| 19c                          | Caregiver Training                                                                                      | 0     | 0      | 0           | 0      |
|                              | <b>Respite Services Subtotal</b>                                                                        | 0     | 0      | 0           | 0      |
| <b>Respite</b>               |                                                                                                         |       |        |             |        |
| 1a                           | Personal Care Level II - Not Consumer Directed                                                          | 685   | 14200  | 0           | 0      |
| 1b                           | Personal Care Level II - Consumer Directed                                                              | 0     | 0      | 0           | 0      |
| 2a                           | Personal Care Level I - Not Consumer Directed                                                           | 282   | 5500   | 0           | 0      |
| 2b                           | Personal Care Level I - Consumer Directed                                                               | 0     | 0      | 0           | 0      |
| 3                            | Home Health Aide                                                                                        | 0     | 0      | 0           | 0      |
| 15a                          | In-home Contact and Support - Not Consumer Directed (supervision of care receiver or friendly visiting) | 0     | 0      | 0           | 0      |
| 15b                          | In-home Contact and Support - Consumer Directed (supervision of care receiver or friendly visiting)     | 0     | 0      | 0           | 0      |
| 6                            | Social Adult Day Care                                                                                   | 0     | 0      | 0           | 0      |
| 6                            | Adult Day Health Care Services                                                                          | 0     | 0      | 0           | 0      |
| 21                           | Overnight Adult Home                                                                                    | 0     | 0      | 0           | 0      |
| 21                           | Overnight Nursing Home                                                                                  | 0     | 0      | 0           | 0      |
| 21                           | Respite                                                                                                 | 1513  | 28000  | 0           | 0      |
| 21                           |                                                                                                         | 0     | 0      | 0           | 0      |
|                              | <b>Respite Subtotal</b>                                                                                 | 2480  | 47700  | 0           | 0      |
| <b>Supplemental Services</b> |                                                                                                         |       |        |             |        |
| 18                           | PERS                                                                                                    | 71    | 1000   | 0           | 0      |
| 21                           | Assistive Device/Equipment                                                                              | 0     | 0      | 0           | 0      |
| 4a                           | Home Delivered Meals - NSIP Ineligible Meals                                                            | 0     | 0      | 0           | 0      |
| 4b                           | Home Delivered Meals - NSIP Eligible Meals                                                              | 1868  | 15874  | 0           | 0      |
| 7a                           | Congregate Meals - NSIP Ineligible Meals                                                                | 0     | 0      | 0           | 0      |
| 7b                           | Congregate Meals - NSIP Eligible Meals                                                                  | 0     | 0      | 0           | 0      |
| 8                            | Nutrition Counseling                                                                                    | 0     | 0      | 0           | 0      |
| 12                           | Nutrition Education                                                                                     | 0     | 0      | 0           | 0      |
| 17a                          | Health Promotion - Not Evidence-Based                                                                   | 0     | 0      | 0           | 0      |
| 17b                          | Health Promotion - Evidence-Based                                                                       | 0     | 0      | 0           | 0      |
| 10                           | Transportation                                                                                          | 0     | 0      | 0           | 0      |
| 11                           | Legal Services                                                                                          | 0     | 0      | 0           | 0      |
| 9                            | Assisted Transportation                                                                                 | 0     | 0      | 0           | 0      |
| 21                           | Home Modification                                                                                       | 0     | 0      | 0           | 0      |
| 21                           | Other, specify TBD                                                                                      | 4108  | 78000  | 0           | 0      |
|                              | <b>Supplemental Services Subtotal</b>                                                                   | 6068  | 92874  | 0           | 0      |
| 22                           | Area Plan Administration                                                                                | 0     | 18080  | 0           | 0      |
|                              | <b>Grand Total</b>                                                                                      | 14076 | 301585 | 0           | 0      |













|                                |                   |                                |                        |                   |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|
| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |
| 6) HIICAP                      | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |
| 11) Caregivers Resource Center | 12) Grants In Aid | 13) RESPITE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |
| 16) Alzheimer's Grant          |                   |                                |                        |                   |



|  | 75.0000%(c) | 89.8100%(d) | 75.0000%(c) | 85.7000%(d) | 75.0000%(c) | 80.8600%(d) | 89.2300%(d) | 75.0000%(c) | 72.7500%(c) |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|  | 17,673.75   | 36,353.36   | 54,027.11   | 47,483.61   | 3,947.00    | 73,439.70   | 2,491.75    | 4,770.00    | 75,633.02   |
|  | 25.0000%    | 10.1890%    | 25.0048%    | 14.2986%    | 25.0000%    | 19.1386%    | 10.77000%   | 25.0000%    | 27.2465%    |
|  |             |             |             |             |             |             |             |             | 80,403.02   |

\*\*Title III-E Expenditures for Grandparents and older relatives Caring for Children Activities: \$ 0.0000 %

(a) Adjustments to Personnel Roster - see Attachment E.

(b) Composite Fringe Benefit Percentage.

(c) Federal Funds Requested Cannot Exceed 75% of Net Total, Line 12.

(d) Federal Funds Requested Cannot Exceed 90% of Net Total, Line 12.

Line 1 Total APA Personnel expenses: \$92518

This service is limited to 10% of the Title III-E federal funds and local match plus income & NSIP generated by these services. Do not include expenditures for grandparents and other older relatives caring for individuals with disabilities between 19-59.

\*\*Title III-E Expenditures Budgeted for Supplemental Services: \$16656.00 5.6144 %  
 This service is limited to 20% of the Title III-E federal funds and local match plus income & NSIP generated by these services.

Percent of Federal funds budgeted for Area Plan Administration: \$90841.25 7.3926 %  
 (See Guide for Completion for further information)

Period: 1/1/21 to 12/31/21

Title III-B Period (if different than above):

Original Date Submitted:

Date Revised:

Date Last Saved: | Last Saved By:

Supporting Budget Schedule - Federal Programs

|                          | \$15,893 | \$3,873 | \$4,768 | \$ 397  | \$9,536  |
|--------------------------|----------|---------|---------|---------|----------|
| MAINTENANCE & OPERATIONS |          |         |         |         |          |
| REPAIRS                  | 0        | 0       | 0       | 0       | 0        |
| REPAIRS TO EQUIPMENT     | 0        | 0       | 0       | 0       | 0        |
| REPAIRS TO FACILITIES    | 400      | 500     | 0       | 0       | 500      |
| REPAIRS TO VEHICLES      | 975      | 0       | 0       | 0       | 750      |
| REPAIRS TO UTILITIES     | 200      | 0       | 0       | 75      | 0        |
| REPAIRS TO EQUIPMENT     | 675      | 350     | 250     | 125     | 275      |
| REPAIRS TO FACILITIES    | 1,550    | 300     | 250     | 1,000   | 275      |
| REPAIRS TO VEHICLES      | 250      | 35      | 75      | 75      | 225      |
| REPAIRS TO UTILITIES     | 1,100    | 750     | 625     | 270     | 550      |
| REPAIRS TO EQUIPMENT     | 400      | 0       | 0       | 250     | 175      |
| REPAIRS TO FACILITIES    | 450      | 100     | 0       | 0       | 225      |
| REPAIRS TO VEHICLES      | 150      | 100     | 150     | 0       | 0        |
| REPAIRS TO UTILITIES     | \$22,043 | \$6,108 | \$6,118 | \$2,192 | \$12,511 |
| MAINTENANCE & OPERATIONS | 0        | 0       | 0       | 0       | 0        |
| REPAIRS                  | 0        | 0       | 0       | 0       | 0        |
| REPAIRS TO EQUIPMENT     | 1,100    | 0       | 0       | 400     | 0        |
| REPAIRS TO FACILITIES    | 800      | 500     | 235     | 160     | 650      |
| REPAIRS TO VEHICLES      | 0        | 0       | 0       | 0       | 0        |
| REPAIRS TO UTILITIES     | 0        | 0       | 0       | 0       | 0        |
| REPAIRS TO EQUIPMENT     | 0        | 0       | 0       | 0       | 0        |
| REPAIRS TO FACILITIES    | 0        | 0       | 0       | 0       | 0        |
| REPAIRS TO VEHICLES      | 0        | 0       | 0       | 0       | 0        |
| REPAIRS TO UTILITIES     | \$1,900  | \$ 500  | \$ 235  | \$ 550  | \$ 650   |

Supporting Budget Schedule - Federal Programs - cont.

| TO ANTICIPATED INCOME                |              |              |              |             |              |  |  |  |  |
|--------------------------------------|--------------|--------------|--------------|-------------|--------------|--|--|--|--|
| A. Participating Contributions       | \$1,400      | \$37,150     | \$50,500     | \$ 400      | \$3,500      |  |  |  |  |
| B. Other Income (Special Source)     | 0            | 0            | 0            | 0           | 0            |  |  |  |  |
| Total Income (A+B)                   | \$1,400      | \$37,150     | \$50,500     | \$ 400      | \$3,500      |  |  |  |  |
| FEDERAL FUNDS                        |              |              |              |             |              |  |  |  |  |
| A. Carryover                         | 137,394.89   | 89,015.39    | 2,697.30     | 1,995.26    | 76,718.98    |  |  |  |  |
| B. Base Allocation                   | 236,063      | 345,507      | 181,225      | 18,647      | 139,546      |  |  |  |  |
| C. Transfer From and To Title III-B  | 0            | 0            | 0            |             |              |  |  |  |  |
| D. Transfer From and To Title III-C  | 0            | -138,203     | 138,203      |             |              |  |  |  |  |
| E. Transfer From and To Title III-E  | 0            | 0            | 0            | 0           | 0            |  |  |  |  |
| F. Supplement                        | 0            | 0            | 0            | 0           | 0            |  |  |  |  |
| G. Reimburse                         | 0            | 0            | 0            | 0           | 0            |  |  |  |  |
| H. Allowance                         | 0            | 0            | 0            | 0           | 0            |  |  |  |  |
| Total Federal Funds                  | \$373,457.89 | \$296,319.39 | \$322,126.30 | \$20,642.26 | \$216,264.98 |  |  |  |  |
| MATCHING FUNDS                       |              |              |              |             |              |  |  |  |  |
| A. County                            | 54,027.11    | 51,374.61    | 77,386.70    | 2,491.75    | 80,403.02    |  |  |  |  |
| B. State                             | 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |  |  |  |  |
| C. Federal                           | 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |  |  |  |  |
| D. Other                             | 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |  |  |  |  |
| E. Total                             | 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |  |  |  |  |
| Total Matching Funds                 | 54,027.11    | 51,374.61    | 77,386.70    | 2,491.75    | 80,403.02    |  |  |  |  |
| Total Federal Funds + Matching Funds | \$54,027.11  | \$51,374.61  | \$77,386.70  | \$2,491.75  | \$80,403.02  |  |  |  |  |

\* If Carryover exceeds 7.5% of the previous year's total Federal award for Titles III-B, III-C, III-E or 25% for Title III-D a justification must be provided in Attachment D.  
 \*\* Provide justification for all transfers in Attachment D.

AIP Period: 4/1/21 to 3/31/22  
 Original Date Submitted:  
 Date Revised:  
 Date Last Saved: | Last Saved By:

### Application for Funding Summary Budget for EISER, CSE, CSI, WIN, CRC and State Transportation Programs

| Category  | EISER     | CSE       | CSI      | WIN       | CRC | State Transportation | Other   | Total     |
|-----------|-----------|-----------|----------|-----------|-----|----------------------|---------|-----------|
| PERSONNEL | \$204,512 | \$244,543 | \$40,217 | \$113,119 | \$0 | \$5,857              | \$5,857 | \$21,452  |
| ADVISORY  | 0         | 0         | 0        | 0         | 0   | 0                    | 0       | 0         |
| ADVISORY  | 204,512   | 244,543   | 40,217   | 113,119   | 0   | 5,857                | 5,857   | 21,452    |
| ADVISORY  | 61,354    | 73,363    | 12,065   | 33,936    | 0   | 1,757                | 1,757   | 6,436     |
| ADVISORY  | 0         | 30,000%   | (b)      | 30,000%   | 0   | 30,000%              | (b)     | 30,000%   |
| EQUIPMENT | 0         | 0         | 0        | 0         | 0   | 0                    | 0       | 0         |
| EQUIPMENT | 6,700     | 6,942     | 0        | 2,775     | 0   | 0                    | 0       | 1,659     |
| EQUIPMENT | 23,316    | 23,316    | 0        | 15,375    | 0   | 0                    | 0       | 1,835     |
| EQUIPMENT | 1,200     | 1,200     | 0        | 1,000     | 0   | 0                    | 0       | 718       |
| EQUIPMENT | 620,435   | 620,435   | 0        | 451,325   | 0   | 0                    | 0       | 523,929   |
| EQUIPMENT | 0         | 0         | 0        | 0         | 0   | 0                    | 0       | 0         |
| EQUIPMENT | \$917,517 | \$969,799 | \$52,282 | \$617,530 | \$0 | \$7,614              | \$7,614 | \$556,029 |
| EQUIPMENT | 30,000    | 30,000    | 0        | 14,000    | 0   | 0                    | 0       | 56,000    |
| EQUIPMENT | 0         | 0         | 0        | 7,400     | 0   | 0                    | 0       | 44,770    |
| EQUIPMENT | \$667,517 | \$639,799 | \$52,282 | \$596,130 | \$0 | \$7,614              | \$7,614 | \$453,259 |
| EQUIPMENT | \$52,282  | \$52,282  | \$52,282 | \$596,130 | \$0 | \$7,614              | \$7,614 | \$473,781 |

|               | 52,282 (c) | 663,978 (d) | 716,258 | 52,282 (c) | 407,883 (d) | 460,165 | 0 (d,e) | 5,656 (d) | 5,656 (d) | 20,532 (e) | 453,259 | 473,791 |
|---------------|------------|-------------|---------|------------|-------------|---------|---------|-----------|-----------|------------|---------|---------|
| STATE FUNDS   |            |             |         |            |             |         |         |           |           |            |         |         |
| UNRESERVED    |            | 74.81       |         |            | 75.00       |         | 0.00    | 74.28     | 74.28     |            |         |         |
| RESERVED      |            | 223,541     | 223,641 |            | 135,865     | 135,965 | 0       | 1,958     | 1,958     | 0          | 0       | 0       |
| FEDERAL FUNDS |            | 25.19       |         |            | 25.00       |         |         |           |           |            |         |         |
| TOTALS        |            |             |         |            |             |         |         |           |           |            |         |         |

- (a) Adjustments to Personnel Roster
- (b) Composite Fringe Benefit Percentage
- (c) 100% State Reimbursement
- (d) 75% State Reimbursement
- (e) Limited to 5% of total state funds (WIN and CSI programs)
- (f) State Transportation funds may not be utilized to purchase vehicles

EISEP In-Home Services Percentage: 62.25%  
 (EISEP In-Home Services include Personal Care Level I & II & Consumer Directed In-home Services only)  
 EISEP Ancillary Services Percentage: 7.66%  
 (Ancillary services include Adult Day Services not provided as non-institutional respite, HDM, Congregate Meals, Nutrition Counseling, Assisted Transportation, Transportation, In-home Contact and Support not provided as non-institutional respite, Health Promotion, Personal Emergency Response and Other Services)  
 (See Guide for Completion and the worksheet for additional information.)



Period: 4/1/21 to 3/31/22

Original Date Submitted:

Date Revised:

Date Last Saved: | Last Saved By:

**Supporting Budget Schedule for the EISEP, CSE, CSI, WIN, CRC and State Transportation Programs**

|                                                   | EISEP           | CSE             | CSI        | WIN            |
|---------------------------------------------------|-----------------|-----------------|------------|----------------|
| <b>F. MAINTENANCE &amp; OPERATIONS</b>            | \$14,304        | \$10,330        | \$0        | \$0            |
| A. Rental Costs for Rent Allocation Schedule      | 0               | 0               | 0          | 0              |
| B. Adjustments to Rental Costs (See Attachment E) | 0               | 0               | 0          | 0              |
| C. Equipment Maintenance                          | 0               | 360             | 0          | 0              |
| D. Equipment Costing Less than 1000               | 1,300           | 500             | 0          | 150            |
| E. Insurance                                      | 222             | 150             | 0          | 0              |
| F. Photocopying                                   | 585             | 305             | 0          | 300            |
| G. Postage                                        | 1,900           | 1,050           | 0          | 200            |
| H. Printing                                       | 850             | 175             | 0          | 55             |
| I. Supplies                                       | 3,250           | 1,510           | 0          | 1,000          |
| J. Telephone                                      | 750             | 870             | 0          | 55             |
| K. Other (Specify)                                | 155             | 125             | 0          | 0              |
| L. Other (Specify)                                | 0               | 0               | 0          | 75             |
| M. Other (Specify)                                | 0               | 0               | 0          | 0              |
| <b>Total Maintenance &amp; Operations</b>         | <b>\$23,316</b> | <b>\$15,375</b> | <b>\$0</b> | <b>\$1,835</b> |
| <b>G. OTHER EXPENSES</b>                          |                 |                 |            |                |
| A. Audits                                         | 0               | 0               | 0          | 0              |
| B. Bonding                                        | 0               | 0               | 0          | 0              |
| C. Computer Services (IT/HR/Training)             | 0               | 0               | 0          | 0              |
| D. Membership & Subscriptions                     | 1,200           | 1,000           | 0          | 718            |
| E. Multipointers & Reprograms                     | 0               | 0               | 0          | 0              |
| F. Language Access Services                       | 0               | 0               | 0          | 0              |
| G. Other (Specify)                                | 0               | 0               | 0          | 0              |
| <b>Total Other Expenses</b>                       | <b>\$1,200</b>  | <b>\$1,000</b>  | <b>\$0</b> | <b>\$718</b>   |

\*If the AAA does not expect to incur expenses related to the provision of Language Access Services--question 5a in the DEMOGRAPHIC DATA & TARGETING OBJECTIVE Section must be completed.  
 \*\*Equipment and assistive devices purchased as EISEP Ancillary Services must be included on line 6. G or H unless they are purchased as part of a contract.





AAA: Orneida - 30  
 Period: 4/1/21 to 3/31/22  
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 Date Last Saved: | Last Saved By:

Supporting Budget Schedule for the EISEP, CSE, CSI, WIN, CRC and State Transportation Programs

- cont.

|                                                   | EISEP            | CSE              | CSI            | WIN        |
|---------------------------------------------------|------------------|------------------|----------------|------------|
| AVANTICATED INCOME                                | 30,000           | 0                | 0              | 0          |
| AVANTICATED STATE                                 | 0                | 0                | 0              | 0          |
| EISEP Contributions Transferred From EISEP to CSE | 30,000           | 0                | 0              | 0          |
| CSE Contributions Transferred From EISEP to CSE   | 0                | 4,000            | 0              | 58,000     |
| EISEP Contributions Transferred From CSE to EISEP | 0                | 10,000           | 0              | 0          |
| EISEP Contributions Transferred From CSI to EISEP | 0                | 0                | 0              | 0          |
| EISEP Contributions Transferred From WIN to EISEP | 0                | 0                | 0              | 0          |
| EISEP Contributions Used as Match                 | \$30,000         | \$14,000         | \$0            | \$58,000   |
| <b>Total Available (CSE, CSI, WIN, EISEP)</b>     | <b>EISEP</b>     | <b>CSE</b>       | <b>CSI</b>     | <b>WIN</b> |
| 14 Matching Funds                                 | 223,541          | 135,965          | 1,958          | 0          |
| 15 Other Funds                                    | 0                | 0                | 0              | 0          |
| 16 Other Funds                                    | 0                | 0                | 0              | 0          |
| 17 Other Funds                                    | 0                | 0                | 0              | 0          |
| 18 Other Funds                                    | 0                | 0                | 0              | 0          |
| 19 Other Funds                                    | 0                | 0                | 0              | 0          |
| 20 Other Funds                                    | 0                | 0                | 0              | 0          |
| 21 Other Funds                                    | 0                | 0                | 0              | 0          |
| 22 Other Funds                                    | 0                | 0                | 0              | 0          |
| 23 Other Funds                                    | 0                | 0                | 0              | 0          |
| 24 Other Funds                                    | 0                | 0                | 0              | 0          |
| 25 Other Funds                                    | 0                | 0                | 0              | 0          |
| 26 Other Funds                                    | 0                | 0                | 0              | 0          |
| 27 Other Funds                                    | 0                | 0                | 0              | 0          |
| 28 Other Funds                                    | 0                | 0                | 0              | 0          |
| 29 Other Funds                                    | 0                | 0                | 0              | 0          |
| 30 Other Funds                                    | 0                | 0                | 0              | 0          |
| <b>Total Available</b>                            | <b>\$223,541</b> | <b>\$135,965</b> | <b>\$1,958</b> | <b>\$0</b> |



- a. Adjustments to Personnel Roster - see Attachment E
- b. Composite Fringe Benefit Percentage
- c. State Transportation funds may not be utilized to purchase vehicles
- d. Limited to 15% of total funds requested

**Summary Budget for Unmet Need, CRC, State Transportation and HIICAP Programs**

| 5. MAINTENANCE & OPERATIONS                        | Unmet Need | CRC  | Transportation | HIICAP |
|----------------------------------------------------|------------|------|----------------|--------|
| A. Rental Costs from Rental/Other Schedules        | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| B. Adjustments for Rentals/Assets/Rep/Attachment E | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| C. Equipment Maintenance                           | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| D. Equipment Costing/Consulting \$1,000            | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| E. Insurance                                       | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| F. Photocopying                                    | \$ 0       | \$ 0 | \$ 99          | \$ 0   |
| G. Postage                                         | \$ 0       | \$ 0 | \$ 35          | \$ 70  |
| H. Printing                                        | \$ 0       | \$ 0 | \$ 0           | \$ 198 |
| I. Supplies                                        | \$ 0       | \$ 0 | \$ 45          | \$ 138 |
| J. Telephone                                       | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| K. Other (Specify)                                 | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| L. Other (Specify)                                 | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| M. Other (Specify)                                 | \$ 0       | \$ 0 | \$ 179         | \$ 406 |
| <b>Total Maintenance &amp; Operations</b>          | \$ 0       | \$ 0 | \$ 179         | \$ 406 |
| 6. OTHER EXPENSES                                  | Unmet Need | CRC  | Transportation | HIICAP |
| A. Audits                                          | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| B. Bonding                                         | \$ 0       | \$ 0 | \$ 0           | \$ 250 |
| C. Conferences, Seminars & Training                | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| D. Membership & Subscriptions                      | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| E. Minor Alterations & Renovations                 | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| F. Language Access Services                        | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| G. Other (Specify)                                 | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| H. Other (Specify)                                 | \$ 0       | \$ 0 | \$ 0           | \$ 0   |
| <b>Total Other Expenses</b>                        | \$ 0       | \$ 0 | \$ 0           | \$ 250 |

**Summary Budget for Unmet Need, CRC, State Transportation and HIICAP Programs  
- cont.**

| 10- ANTICIPATED INCOME                         |                 | Unmet Need    | CRC      | Transportation | HIICAP     |
|------------------------------------------------|-----------------|---------------|----------|----------------|------------|
| A- Cost Sharing                                |                 | 0             |          |                |            |
| B- Cost Sharing Transferred from EISE P to CSI |                 | 0             |          |                |            |
| C- Net Cost Sharing (10A + B - F10E)           |                 | 0             |          |                |            |
| D- Participant Contributions                   |                 | 0             | 0        | 576            | 500        |
| E- Other Income (Specify Source)               |                 | 0             | 0        | 0              | 0          |
| F- Contributions Used as Match                 |                 | 0             | 0        | 0              | 0          |
| <b>Total Income (10C + 10D + 10E + 10F)</b>    |                 | <b>0</b>      | <b>0</b> | <b>576</b>     | <b>500</b> |
| 14- Matching Funds                             |                 | Unmet Need    | CRC      | Transportation | HIICAP     |
| Source                                         | Check Bank/Kind |               |          |                |            |
|                                                | II              | 12,912        | 0        | 0              | 0          |
|                                                | II              | 0             | 0        | 0              | 0          |
|                                                | II              | 0             | 0        | 0              | 0          |
|                                                | II              | 0             | 0        | 0              | 0          |
|                                                | II              | 0             | 0        | 0              | 0          |
|                                                | II              | 0             | 0        | 0              | 0          |
| Volunteers as Match                            |                 | 0             | 0        | 0              | 0          |
| Contributions Used as Match                    |                 | 0             | 0        | 0              | 0          |
| <b>Total Matching Funds</b>                    |                 | <b>12,912</b> | <b>0</b> | <b>0</b>       | <b>0</b>   |

AAA: Oneida  
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 Period: 4/1/21 to 3/31/22  
 Original Date Submitted:  
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 Date Last Saved: | Last Saved By:

PERSONNEL ROSTER

| Complete for Each Position<br>[N] Name<br>[T] Title | Check below if footnote (a) is true | 1. Annual Salary | 2. Title-III Area Plan Admin.(b) | 3. Title III-B Services | 4. Title III-C1 Services | 5. Title III-C2 Services | 6. Title III-E Services | 7. EISEP          |                   | 8. CSE                   |                 | 9. WIN                |                 |                | 10. Other Funding | Sources (e) |
|-----------------------------------------------------|-------------------------------------|------------------|----------------------------------|-------------------------|--------------------------|--------------------------|-------------------------|-------------------|-------------------|--------------------------|-----------------|-----------------------|-----------------|----------------|-------------------|-------------|
|                                                     |                                     |                  |                                  |                         |                          |                          |                         | 7a Implementation | 7b EISEP Services | 8a Plan & Implementation | 8b CSE Services | 9a WIN Administration | 9b WIN Services |                |                   |             |
| N Abouqamar, Ghada                                  | [ ]                                 | 25,246           | 12,623                           | 1,262                   | 0                        | 0                        | 0                       | 1,893             | 0                 | 757                      | 0               | 0                     | 0               | 0              | 8,711             | #2 #10      |
| T Other                                             |                                     | 100.00%          | 50.00%                           | 5.00%                   | 0.00%                    | 0.00%                    | 0.00%                   | 7.50%             | 0.00%             | 3.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%          | 34.50%            | #14         |
| N Allen-Burdick C.**                                | [ ]                                 | 57,615           | 12,675                           | 0                       | 15,132                   | 5,762                    | 0                       | 0                 | 0                 | 0                        | 0               | 4,609                 | 11,523          | 6,914          | #10               |             |
| T Other                                             |                                     | 100.00%          | 22.00%                           | 0.00%                   | 28.00%                   | 10.00%                   | 0.00%                   | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 8.00%                 | 20.00%          | 12.00%         | #14               |             |
| N Arcuri, Terrie                                    | [ ]                                 | 10,807           | 0                                | 0                       | 0                        | 324                      | 0                       | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 10,483         | #9 #14            |             |
| T Other                                             |                                     | 100.00%          | 0.00%                            | 0.00%                   | 0.00%                    | 3.00%                    | 0.00%                   | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 97.00%         | #9                |             |
| N Buda, Christine                                   | [ ]                                 | 25,246           | 0                                | 0                       | 0                        | 0                        | 0                       | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 25,246         | #9                |             |
| T Other                                             |                                     | 100.00%          | 0.00%                            | 0.00%                   | 0.00%                    | 0.00%                    | 0.00%                   | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 100.00%        | #9                |             |
| N Campanaro, Joseph                                 | [ ]                                 | 34,467           | 0                                | 13,787                  | 0                        | 0                        | 0                       | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 20,680         | #9 #14            |             |
| T Case Manager/Worker                               |                                     | 100.00%          | 0.00%                            | 40.00%                  | 0.00%                    | 0.00%                    | 0.00%                   | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 60.00%         | #9                |             |
| N Comito, Emily                                     | [ ]                                 | 34,467           | 0                                | 3,447                   | 689                      | 6,893                    | 2,413                   | 0                 | 7,927             | 0                        | 3,447           | 0                     | 0               | 9,651          | #9                |             |
| T Case Manager/Worker                               |                                     | 100.00%          | 0.00%                            | 10.00%                  | 2.00%                    | 20.00%                   | 7.00%                   | 0.00%             | 23.00%            | 0.00%                    | 10.00%          | 0.00%                 | 0.00%           | 28.00%         | #9 #14            |             |
| N Crescenzo, Joelle                                 | [ ]                                 | 25,246           | 0                                | 0                       | 5,049                    | 0                        | 0                       | 0                 | 0                 | 0                        | 0               | 1,515                 | 0               | 18,682         | #9 #14            |             |
| T Other                                             |                                     | 100.00%          | 0.00%                            | 0.00%                   | 20.00%                   | 0.00%                    | 0.00%                   | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 6.00%                 | 0.00%           | 74.00%         | #9 #14            |             |
| N Casete, Donna                                     | [ ]                                 | 10,807           | 0                                | 0                       | 0                        | 324                      | 0                       | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 10,483         | #9 #14            |             |
| T Other                                             |                                     | 100.00%          | 0.00%                            | 0.00%                   | 0.00%                    | 3.00%                    | 0.00%                   | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 87.00%         | #14               |             |
| N DeRosa, Donna                                     | [ ]                                 | 74,913           | 4,495                            | 0                       | 0                        | 0                        | 0                       | 3,746             | 0                 | 0                        | 0               | 0                     | 0               | 66,672         | #14               |             |
| T Other                                             |                                     | 100.00%          | 6.00%                            | 0.00%                   | 0.00%                    | 0.00%                    | 0.00%                   | 5.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 89.00%         | #14               |             |
| N Dervisevic, Mersudin                              | [ ]                                 | 33,337           | 3,001                            | 0                       | 0                        | 0                        | 0                       | 1,000             | 0                 | 1,000                    | 0               | 0                     | 0               | 28,336         | #14               |             |
| T Other                                             |                                     | 100.00%          | 9.00%                            | 0.00%                   | 0.00%                    | 0.00%                    | 0.00%                   | 3.00%             | 0.00%             | 3.00%                    | 0.00%           | 0.00%                 | 0.00%           | 85.00%         | #14               |             |
| <b>Page Subtotal</b>                                |                                     | <b>332,151</b>   | <b>32,794</b>                    | <b>18,496</b>           | <b>21,870</b>            | <b>13,303</b>            | <b>2,413</b>            | <b>6,639</b>      | <b>7,927</b>      | <b>1,757</b>             | <b>3,447</b>    | <b>6,124</b>          | <b>11,523</b>   | <b>205,858</b> |                   |             |

For Positions Used as In-Kind, note with (\*) after their name  
 (a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.  
 (b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.  
 (c) 'Other Funding' Source Codes





|                       | [ ] | 49,217  | 0      | 7,363  | 1,477 | 3,445 | 5,806  | 0      | 12,304 | 0      | 4,922  | 0     | 0     | 13,780  | #9     |
|-----------------------|-----|---------|--------|--------|-------|-------|--------|--------|--------|--------|--------|-------|-------|---------|--------|
| N Kiefer, Lynda       | [ ] | 100.00% | 0.00%  | 15.00% | 3.00% | 7.00% | 12.00% | 0.00%  | 25.00% | 0.00%  | 10.00% | 0.00% | 0.00% | 28.00%  | #9     |
| T Case Manager/Worker | [ ] | 45,878  | 0      | 9,176  | 0     | 0     | 0      | 0      | 0      | 918    | 3,211  | 0     | 0     | 32,573  | #9 #14 |
| N Klesse, Edward      | [ ] | 100.00% | 0.00%  | 20.00% | 0.00% | 0.00% | 0.00%  | 0.00%  | 0.00%  | 2.00%  | 7.00%  | 0.00% | 0.00% | 71.00%  | #9     |
| T Other               |     | 460,208 | 22,198 | 24,825 | 2,785 | 3,445 | 24,784 | 12,871 | 44,138 | 11,435 | 11,623 | 5,093 | 3,447 | 283,564 |        |
| <b>Page Subtotal</b>  |     |         |        |        |       |       |        |        |        |        |        |       |       |         |        |

For Positions Used as In-Kind, note with (\*) after their name

(a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.

(b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.

(c) 'Other Funding' Source Codes

### Other Funding Source Codes

|                                | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|
| 1) Title III-D                 |                   |                                |                        |                   |
| 6) HIICAP                      | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPIRE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |
| 16) Alzheimer's Grant          |                   |                                |                        |                   |

|                    | 2,162,455 | 92,518 | 135,455 | 41,780 | 21,598 | 94,808 | 40,031 | 204,512 | 40,217 | 72,902 | 15,794 | 21,452 | 1,381,388 |
|--------------------|-----------|--------|---------|--------|--------|--------|--------|---------|--------|--------|--------|--------|-----------|
| <b>Grand Total</b> |           |        |         |        |        |        |        |         |        |        |        |        |           |

AAA: Oneida

AAA: Oneida - 30

Period: 4/1/21 to 3/31/22

Original Date Submitted:

Date Revised:

Date Last Saved: | Last Saved By:

### PERSONNEL ROSTER

| Complete for Each Position<br>[N] Name<br>[T] Title | Check below if footnote (a) is true | 1. Annual Salary | 2. Title-III Area Plan Admin. (b) |                   | 3. Title III-B Services | 4. Title III-C1 Services | 5. Title III-C2 Services | 6. Title III-E Services | 7. EISEP                 |                 | 8. CSE                |                 |                          | 9. WIN          |                       |                 | 10. Other Funding | Sources (c) |
|-----------------------------------------------------|-------------------------------------|------------------|-----------------------------------|-------------------|-------------------------|--------------------------|--------------------------|-------------------------|--------------------------|-----------------|-----------------------|-----------------|--------------------------|-----------------|-----------------------|-----------------|-------------------|-------------|
|                                                     |                                     |                  | 7a Implementation                 | 7b EISEP Services |                         |                          |                          |                         | 8a Plan & Implementation | 8b CSE Services | 9a WIN Administration | 9b WIN Services | 8a Plan & Implementation | 8b CSE Services | 9a WIN Administration | 9b WIN Services |                   |             |
| N Kotary, Tina                                      | [ ]                                 | 50,141           | 0                                 | 0                 | 0                       | 0                        | 0                        | 0                       | 0                        | 0               | 0                     | 0               | 0                        | 0               | 0                     | 0               | 50,141            | #14         |
| T Administrative Assistant                          | [ ]                                 | 100.00%          | 0.00%                             | 0.00%             | 0.00%                   | 0.00%                    | 0.00%                    | 0.00%                   | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 100.00%           | #14         |
| N Kowalsky, Hallelie                                | [ ]                                 | 35,134           | 0                                 | 0                 | 0                       | 0                        | 3,513                    | 0                       | 3,513                    | 0               | 4,216                 | 10,540          | 0                        | 0               | 0                     | 0               | 13,352            | #14         |
| T Aging Services Coordinator/Planner                | [ ]                                 | 100.00%          | 0.00%                             | 0.00%             | 0.00%                   | 0.00%                    | 10.00%                   | 0.00%                   | 10.00%                   | 0.00%           | 12.00%                | 30.00%          | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 38.00%            | #14         |
| N Leppert, Kevin                                    | [ ]                                 | 35,831           | 3,593                             | 3,593             | 3,593                   | 0                        | 10,778                   | 0                       | 10,778                   | 0               | 5,390                 | 15.00%          | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 1,787             | #14         |
| T Other                                             |                                     | 100.00%          | 10.00%                            | 10.00%            | 10.00%                  | 0.00%                    | 30.00%                   | 0.00%                   | 30.00%                   | 0.00%           | 0.00%                 | 0.00%           | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 5.00%             | #14         |

|                                      |     |                |              |               |              |              |               |          |               |              |               |          |              |                |       |       |       |       |       |       |       |       |       |        |              |  |
|--------------------------------------|-----|----------------|--------------|---------------|--------------|--------------|---------------|----------|---------------|--------------|---------------|----------|--------------|----------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------------|--|
| N Lewis, Gail                        | [ ] | 4,836          | 0            | 725           | 0            | 0            | 0             | 0        | 0             | 0            | 0             | 0        | 0            | 0              | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 4,111  | #14          |  |
| T Clerk                              |     | 100.00%        | 0.00%        | 14.99%        | 0.00%        | 0.00%        | 0.00%         | 0.00%    | 0.00%         | 0.00%        | 0.00%         | 0.00%    | 0.00%        | 0.00%          | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 85.01% | #9 #14       |  |
| N Lipke, Katie                       | [ ] | 32,171         | 0            | 3,217         | 985          | 1,809        | 3,861         | 0        | 0             | 0            | 0             | 0        | 0            | 0              | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 10,615 | #9 #14       |  |
| T Case Manager/Worker                |     | 100.00%        | 0.00%        | 10.00%        | 3.00%        | 5.00%        | 12.00%        | 0.00%    | 0.00%         | 0.00%        | 0.00%         | 0.00%    | 0.00%        | 0.00%          | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 33.00% | #9 #14       |  |
| N Mayton, Amanda                     | [ ] | 34,467         | 0            | 3,447         | 1,034        | 1,034        | 4,136         | 0        | 0             | 0            | 0             | 0        | 0            | 0              | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 12,063 | #9 #14       |  |
| T Case Manager/Worker                |     | 100.00%        | 0.00%        | 10.00%        | 3.00%        | 3.00%        | 12.00%        | 0.00%    | 0.00%         | 0.00%        | 0.00%         | 0.00%    | 0.00%        | 0.00%          | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 35.00% | #7 #9 #14    |  |
| N Murad, Claire                      | [ ] | 34,087         | 0            | 5,113         | 0            | 0            | 0             | 0        | 0             | 0            | 0             | 0        | 0            | 0              | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 28,974 | #7 #9 #14    |  |
| T Other                              |     | 100.00%        | 0.00%        | 15.00%        | 0.00%        | 0.00%        | 0.00%         | 0.00%    | 0.00%         | 0.00%        | 0.00%         | 0.00%    | 0.00%        | 0.00%          | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 85.00% | #6 #7 #9 #14 |  |
| N Natarrelli, Bonnie                 | [ ] | 34,467         | 0            | 1,723         | 0            | 0            | 0             | 0        | 0             | 0            | 0             | 0        | 0            | 0              | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 32,744 | #6 #7 #9 #14 |  |
| T Case Manager/Worker                |     | 100.00%        | 0.00%        | 5.00%         | 0.00%        | 0.00%        | 0.00%         | 0.00%    | 0.00%         | 0.00%        | 0.00%         | 0.00%    | 0.00%        | 0.00%          | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 95.00% | #1 #10 #14   |  |
| N Nettleton, Carol                   | [ ] | 37,100         | 0            | 9,275         | 5,565        | 0            | 0             | 0        | 0             | 0            | 0             | 0        | 0            | 0              | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 18,550 | #1 #10 #14   |  |
| T Aging Services Coordinator/Planner |     | 100.00%        | 0.00%        | 25.00%        | 15.00%       | 0.00%        | 0.00%         | 0.00%    | 0.00%         | 0.00%        | 0.00%         | 0.00%    | 0.00%        | 0.00%          | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 50.00% | #14          |  |
| N Nunez, Ruben                       | [ ] | 44,244         | 1,327        | 0             | 0            | 0            | 0             | 0        | 0             | 0            | 0             | 0        | 0            | 0              | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 41,590 | #14          |  |
| T Other                              |     | 100.00%        | 3.00%        | 0.00%         | 0.00%        | 0.00%        | 0.00%         | 0.00%    | 0.00%         | 0.00%        | 0.00%         | 0.00%    | 0.00%        | 0.00%          | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 94.00% | #14          |  |
| <b>Page Subtotal</b>                 |     | <b>342,578</b> | <b>4,920</b> | <b>27,093</b> | <b>7,564</b> | <b>2,643</b> | <b>22,289</b> | <b>0</b> | <b>30,952</b> | <b>4,216</b> | <b>27,637</b> | <b>0</b> | <b>1,327</b> | <b>213,937</b> |       |       |       |       |       |       |       |       |       |        |              |  |

For Positions Used as In-Kind, note with (\*) after their name  
(a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.  
(b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.  
(c) 'Other Funding' Source Codes

**Other Funding Source Codes**

|                                |                   |                                |                        |                   |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|
| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |
| 6) HICAP                       | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPIRE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |
| 16) Alzheimer's Grant          |                   |                                |                        |                   |

|                    |  |           |        |         |        |        |        |        |         |        |        |        |        |           |
|--------------------|--|-----------|--------|---------|--------|--------|--------|--------|---------|--------|--------|--------|--------|-----------|
| <b>Grand Total</b> |  | 2,162,455 | 92,518 | 135,455 | 41,780 | 21,588 | 84,608 | 40,031 | 204,512 | 40,217 | 72,802 | 15,794 | 21,452 | 1,381,386 |
|--------------------|--|-----------|--------|---------|--------|--------|--------|--------|---------|--------|--------|--------|--------|-----------|

AAA: Oneida  
AAA: Oneida - 30  
Period: 4/1/21 to 3/31/22  
Original Date Submitted:  
Date Revised:  
Date Last Saved: | Last Saved By:

**PERSONNEL ROSTER**

| Complete for Each Position<br>[N] Name<br>[T] Title | Check<br>below if<br>footnote<br>(a) is<br>true | 1. Annual<br>Salary | 2. Title-<br>III<br>Area<br>Plan<br>Admin.(b) | 3. Title<br>III-B<br>Services | 4. Title<br>III-C1<br>Services | 5. Title<br>III-C2<br>Services | 6. Title<br>III-E<br>Services | 7. EISEP             |                         | 8. CSE                      |                    | 9. WIN                   |                    |                | 10. Other<br>Funding   | Sources<br>(c) |
|-----------------------------------------------------|-------------------------------------------------|---------------------|-----------------------------------------------|-------------------------------|--------------------------------|--------------------------------|-------------------------------|----------------------|-------------------------|-----------------------------|--------------------|--------------------------|--------------------|----------------|------------------------|----------------|
|                                                     |                                                 |                     |                                               |                               |                                |                                |                               | 7a<br>Implementation | 7b<br>EISEP<br>Services | 8a Plan &<br>Implementation | 8b CSE<br>Services | 9a WIN<br>Administration | 9b WIN<br>Services |                |                        |                |
| N Perritano, Susan                                  | [ ]                                             | 70,244              | 24,584                                        | 0                             | 0                              | 0                              | 0                             | 7,727                | 10,313                  | 7,024                       | 0                  | 2,810                    | 0                  | 17,786         | #3 #8<br>#9 #10<br>#14 |                |
| T Other                                             | [ ]                                             | 100.00%             | 35.00%                                        | 0.00%                         | 0.00%                          | 0.00%                          | 0.00%                         | 11.00%               | 14.68%                  | 10.00%                      | 0.00%              | 4.00%                    | 0.00%              | 25.32%         |                        |                |
| N Poczatek, Mark                                    | [ ]                                             | 30,960              | 0                                             | 3,096                         | 929                            | 0                              | 3,715                         | 0                    | 7,740                   | 0                           | 3,096              | 0                        | 1,238              | 11,146         | #9 #14                 |                |
| T Case Manager/Worker                               | [ ]                                             | 100.00%             | 0.00%                                         | 10.00%                        | 3.00%                          | 0.00%                          | 12.00%                        | 0.00%                | 25.00%                  | 0.00%                       | 10.00%             | 0.00%                    | 4.00%              | 36.00%         |                        |                |
| N Pomeroy, Hilida                                   | [ ]                                             | 69,867              | 3,483                                         | 0                             | 0                              | 0                              | 0                             | 3,483                | 0                       | 4,983                       | 0                  | 0                        | 0                  | 57,718         | #14                    |                |
| T Other                                             | [ ]                                             | 100.00%             | 5.00%                                         | 0.00%                         | 0.00%                          | 0.00%                          | 0.00%                         | 5.00%                | 0.00%                   | 7.15%                       | 0.00%              | 0.00%                    | 0.00%              | 82.85%         |                        |                |
| N Potenski, Robin                                   | [ ]                                             | 50,200              | 0                                             | 7,530                         | 0                              | 0                              | 0                             | 0                    | 0                       | 0                           | 0                  | 0                        | 0                  | 42,670         | #6 #7<br>#9 #14        |                |
| T Case Manager/Worker                               | [ ]                                             | 100.00%             | 0.00%                                         | 15.00%                        | 0.00%                          | 0.00%                          | 0.00%                         | 0.00%                | 0.00%                   | 0.00%                       | 0.00%              | 0.00%                    | 0.00%              | 85.00%         |                        |                |
| N Rashid, Susan                                     | [ ]                                             | 47,757              | 0                                             | 20,536                        | 0                              | 0                              | 0                             | 0                    | 0                       | 0                           | 0                  | 0                        | 0                  | 27,221         | #9 #14                 |                |
| T Case Manager/Worker                               | [ ]                                             | 100.00%             | 0.00%                                         | 43.00%                        | 0.00%                          | 0.00%                          | 0.00%                         | 0.00%                | 0.00%                   | 0.00%                       | 0.00%              | 0.00%                    | 0.00%              | 57.00%         |                        |                |
| N Raynor, Dorothy                                   | [ ]                                             | 34,467              | 0                                             | 5,170                         | 0                              | 0                              | 0                             | 0                    | 3,447                   | 0                           | 0                  | 0                        | 0                  | 25,860         | #7 #9<br>#14           |                |
| T Case Manager/Worker                               | [ ]                                             | 100.00%             | 0.00%                                         | 15.00%                        | 0.00%                          | 0.00%                          | 0.00%                         | 0.00%                | 10.00%                  | 0.00%                       | 0.00%              | 0.00%                    | 0.00%              | 75.00%         |                        |                |
| N Roman, Irma                                       | [ ]                                             | 74,728              | 0                                             | 0                             | 0                              | 0                              | 0                             | 0                    | 11,209                  | 0                           | 0                  | 0                        | 0                  | 53,519         | #14                    |                |
| T Other                                             | [ ]                                             | 100.00%             | 0.00%                                         | 0.00%                         | 0.00%                          | 0.00%                          | 0.00%                         | 0.00%                | 15.00%                  | 0.00%                       | 0.00%              | 0.00%                    | 0.00%              | 85.00%         |                        |                |
| N Salvemini, Joseph                                 | [ ]                                             | 46,853              | 1,406                                         | 0                             | 0                              | 0                              | 4,685                         | 5,622                | 0                       | 1,406                       | 0                  | 0                        | 0                  | 33,734         | #14                    |                |
| T Other                                             | [ ]                                             | 100.00%             | 3.00%                                         | 0.00%                         | 0.00%                          | 0.00%                          | 10.00%                        | 12.00%               | 0.00%                   | 3.00%                       | 0.00%              | 0.00%                    | 0.00%              | 72.00%         |                        |                |
| N Segarra, Genevieve                                | [ ]                                             | 10,807              | 0                                             | 0                             | 0                              | 0                              | 0                             | 0                    | 0                       | 0                           | 0                  | 0                        | 0                  | 10,807         | #9                     |                |
| T Other                                             | [ ]                                             | 100.00%             | 0.00%                                         | 0.00%                         | 0.00%                          | 0.00%                          | 0.00%                         | 0.00%                | 0.00%                   | 0.00%                       | 0.00%              | 0.00%                    | 0.00%              | 100.00%        |                        |                |
| N Smith, Karen                                      | [ ]                                             | 52,628              | 0                                             | 0                             | 0                              | 0                              | 0                             | 0                    | 7,884                   | 0                           | 0                  | 0                        | 0                  | 44,732         | #14                    |                |
| T Other                                             | [ ]                                             | 100.00%             | 0.00%                                         | 0.00%                         | 0.00%                          | 0.00%                          | 0.00%                         | 0.00%                | 15.00%                  | 0.00%                       | 0.00%              | 0.00%                    | 0.00%              | 85.00%         |                        |                |
| <b>Page Subtotal</b>                                |                                                 | <b>488,308</b>      | <b>28,473</b>                                 | <b>36,332</b>                 | <b>928</b>                     | <b>0</b>                       | <b>8,400</b>                  | <b>16,832</b>        | <b>40,603</b>           | <b>13,413</b>               | <b>3,086</b>       | <b>2,810</b>             | <b>1,238</b>       | <b>335,183</b> |                        |                |

For Positions Used as In-Kind, note with (\*) after their name  
 (a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.  
 (b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.  
 (c) 'Other Funding' Source Codes

**Other Funding Source Codes**

|                |          |                                |                        |                   |
|----------------|----------|--------------------------------|------------------------|-------------------|
| 1) Title III-D | 2) CSI   | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |
| 6) HICAP       | 7) MIPPA | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |

|                                |                   |             |                 |               |
|--------------------------------|-------------------|-------------|-----------------|---------------|
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPITE | 14) COUNTYFUNDS | 15) CONTRACTS |
| 16) Alzheimer's Grant          |                   |             |                 |               |
|                                | 2,162,455         | 92,518      | 135,455         | 41,780        |
|                                | 21,598            | 94,808      | 40,031          | 204,512       |
|                                | 72,802            | 15,784      | 21,452          | 1,381,388     |
| <b>Grand Total</b>             |                   |             |                 |               |

AAA: Oneida  
 AAA: Onelda - 30  
 Period: 4/1/21 to 3/31/22  
 Original Date Submitted:  
 Date Revised:  
 Date Last Saved: | Last Saved By:

**PERSONNEL ROSTER**

| Complete for Each Position<br>[N] Name<br>[T] Title | Check below if footnote (a) is true | 1. Annual Salary | 2. Title-III Area Plan Admin.(b) | 3. Title III-B Services | 4. Title III-C1 Services | 5. Title III-C2 Services | 6. Title III-E Services | 7. EISEP          |                   | 8. CSE                   |                 |                       | 9. WIN          |       |         | 10. Other Funding | Sources (e) |
|-----------------------------------------------------|-------------------------------------|------------------|----------------------------------|-------------------------|--------------------------|--------------------------|-------------------------|-------------------|-------------------|--------------------------|-----------------|-----------------------|-----------------|-------|---------|-------------------|-------------|
|                                                     |                                     |                  |                                  |                         |                          |                          |                         | 7a Implementation | 7b EISEP Services | 8a Plan & Implementation | 8b CSE Services | 9a WIN Administration | 9b WIN Services |       |         |                   |             |
| N Stafford, Jewel                                   | [ ]                                 | 25,246           | 0                                | 0                       | 5,048                    | 0                        | 0                       | 0                 | 0                 | 0                        | 0               | 1,767                 | 0               | 0     | 18,430  | #9 #14            |             |
| T Other                                             | [ ]                                 | 100.00%          | 0.00%                            | 0.00%                   | 20.00%                   | 0.00%                    | 0.00%                   | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 7.00%                 | 0.00%           | 0.00% | 73.00%  | #14               |             |
| N Vacant - ASPA#76                                  | [ ]                                 | 45,276           | 3,133                            | 0                       | 0                        | 0                        | 13,130                  | 3,132             | 9,055             | 8,396                    | 4,528           | 0                     | 0               | 0     | 2,902   | #14               |             |
| T Other                                             | [ ]                                 | 100.00%          | 6.92%                            | 0.00%                   | 0.00%                    | 0.00%                    | 29.00%                  | 6.92%             | 20.00%            | 20.75%                   | 10.00%          | 0.00%                 | 0.00%           | 0.00% | 6.41%   | #9 #14            |             |
| N Vacant CM #114                                    | [ ]                                 | 30,960           | 0                                | 3,217                   | 929                      | 1,609                    | 3,660                   | 0                 | 7,740             | 0                        | 3,715           | 0                     | 0               | 0     | 9,890   | #9 #14            |             |
| T Case Manager/Worker                               | [ ]                                 | 100.00%          | 0.00%                            | 10.39%                  | 3.00%                    | 5.20%                    | 12.47%                  | 0.00%             | 25.00%            | 0.00%                    | 12.00%          | 0.00%                 | 0.00%           | 0.00% | 31.94%  | #9 #14            |             |
| N VACANT CM #44                                     | [ ]                                 | 29,910           | 0                                | 2,991                   | 897                      | 0                        | 3,569                   | 0                 | 5,982             | 0                        | 2,991           | 0                     | 0               | 0     | 13,480  | #9 #14            |             |
| T Case Manager/Worker                               | [ ]                                 | 100.00%          | 0.00%                            | 10.00%                  | 3.00%                    | 0.00%                    | 12.00%                  | 0.00%             | 20.00%            | 0.00%                    | 10.00%          | 0.00%                 | 0.00%           | 0.00% | 45.00%  | #9 #14            |             |
| N Vacant CM #46                                     | [ ]                                 | 29,910           | 0                                | 4,788                   | 0                        | 588                      | 3,569                   | 0                 | 7,478             | 0                        | 2,891           | 0                     | 0               | 1,186 | 9,272   | #9 #14            |             |
| T Case Manager/Worker                               | [ ]                                 | 100.00%          | 0.00%                            | 16.00%                  | 0.00%                    | 2.00%                    | 12.00%                  | 0.00%             | 25.00%            | 0.00%                    | 10.00%          | 0.00%                 | 0.00%           | 4.00% | 31.00%  | #2 #14            |             |
| N Vacant Data Processing Clerk#445                  | [ ]                                 | 27,836           | 0                                | 0                       | 0                        | 0                        | 0                       | 557               | 0                 | 0                        | 0               | 0                     | 0               | 0     | 27,279  | #2 #14            |             |
| T Other                                             | [ ]                                 | 100.00%          | 0.00%                            | 0.00%                   | 0.00%                    | 0.00%                    | 0.00%                   | 2.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00% | 96.00%  | #14               |             |
| N Vacant Med Wkr#197                                | [ ]                                 | 28,840           | 0                                | 0                       | 0                        | 0                        | 0                       | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 0     | 28,840  | #14               |             |
| T Other                                             | [ ]                                 | 100.00%          | 0.00%                            | 0.00%                   | 0.00%                    | 0.00%                    | 0.00%                   | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00% | 100.00% | #14               |             |
| N VACANT OCC PN #59                                 | [ ]                                 | 37,585           | 0                                | 0                       | 0                        | 0                        | 0                       | 0                 | 5,638             | 0                        | 0               | 0                     | 0               | 0     | 31,947  | #14               |             |
| T Other                                             | [ ]                                 | 100.00%          | 0.00%                            | 0.00%                   | 0.00%                    | 0.00%                    | 0.00%                   | 0.00%             | 15.00%            | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00% | 85.00%  | #14               |             |
| N VACANT OCC PN #60                                 | [ ]                                 | 37,585           | 0                                | 0                       | 0                        | 0                        | 0                       | 0                 | 5,638             | 0                        | 0               | 0                     | 0               | 0     | 31,947  | #14               |             |
| T Other                                             | [ ]                                 | 100.00%          | 0.00%                            | 0.00%                   | 0.00%                    | 0.00%                    | 0.00%                   | 0.00%             | 15.00%            | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00% | 85.00%  | #14               |             |
| N VACANT OCC PN #64                                 | [ ]                                 | 37,585           | 0                                | 0                       | 0                        | 0                        | 0                       | 0                 | 5,638             | 0                        | 0               | 0                     | 0               | 0     | 31,947  | #14               |             |
| T Other                                             | [ ]                                 | 100.00%          | 0.00%                            | 0.00%                   | 0.00%                    | 0.00%                    | 0.00%                   | 0.00%             | 15.00%            | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00% | 85.00%  | #14               |             |

|               |         |       |        |       |       |        |       |        |       |        |       |       |         |
|---------------|---------|-------|--------|-------|-------|--------|-------|--------|-------|--------|-------|-------|---------|
| Page Subtotal | 330,733 | 3,133 | 10,994 | 8,875 | 2,207 | 24,168 | 3,689 | 47,189 | 9,396 | 14,225 | 1,767 | 1,196 | 205,914 |
|---------------|---------|-------|--------|-------|-------|--------|-------|--------|-------|--------|-------|-------|---------|

For Positions Used as In-Kind, note with (\*) after their name  
 (a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.  
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 (c) 'Other Funding' Source Codes

**Other Funding Source Codes**

| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |        |        |        |         |        |        |        |        |           |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|--------|--------|--------|---------|--------|--------|--------|--------|-----------|
| 6) HIICAP                      | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |        |        |        |         |        |        |        |        |           |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPITE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |        |        |        |         |        |        |        |        |           |
| 16) Alzheimer's Grant          |                   |                                |                        |                   |        |        |        |         |        |        |        |        |           |
| <b>Grand Total</b>             | 2,162,455         | 92,518                         | 135,455                | 41,760            | 21,598 | 94,808 | 40,031 | 204,512 | 40,217 | 72,802 | 15,794 | 21,452 | 1,381,388 |

AAA: Oneida  
 AAA: Oneida - 30  
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 Date Last Saved: | Last Saved By:

**PERSONNEL ROSTER**

| Complete for Each Position<br>[N] Name<br>[T] Title | Check below if footnote (a) is true | 1. Annual Salary | 2. Title-III Area Plan Admin. (a) | 3. Title III-B Services | 4. Title III-C1 Services | 5. Title III-C2 Services | 6. Title III-E Services | 7. EISEP          |                   | 8. CSE                   |                 |                       | 9. WVN          |                 |         | 10. Other Funding | Sources (c) |
|-----------------------------------------------------|-------------------------------------|------------------|-----------------------------------|-------------------------|--------------------------|--------------------------|-------------------------|-------------------|-------------------|--------------------------|-----------------|-----------------------|-----------------|-----------------|---------|-------------------|-------------|
|                                                     |                                     |                  |                                   |                         |                          |                          |                         | 7a Implementation | 7b EISEP Services | 8a Plan & Implementation | 8b CSE Services | 9a WVN Administration | 9b WVN Services | 9c WVN Services |         |                   |             |
| N Vacant OWW#046                                    | [ ]                                 | 26,851           | 0                                 | 5,370                   | 806                      | 0                        | 3,222                   | 0                 | 2,685             | 0                        | 2,148           | 0                     | 0               | 0               | 0       | 12,620            | #9 #14      |
| T Outreach Worker/Aide                              | [ ]                                 | 100.00%          | 0.00%                             | 20.00%                  | 3.00%                    | 0.00%                    | 12.00%                  | 0.00%             | 10.00%            | 0.00%                    | 8.00%           | 0.00%                 | 0.00%           | 0.00%           | 47.00%  |                   |             |
| N Vacant-ASPA-#015                                  | [ ]                                 | 45,276           | 0                                 | 0                       | 0                        | 0                        | 0                       | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 0               | 45,276  | #14               |             |
| T Other                                             | [ ]                                 | 100.00%          | 0.00%                             | 0.00%                   | 0.00%                    | 0.00%                    | 0.00%                   | 0.00%             | 0.00%             | 0.00%                    | 0.00%           | 0.00%                 | 0.00%           | 0.00%           | 100.00% |                   |             |
| N Volunteers Used As Match                          | [ ]                                 | 0                | 0                                 | 0                       | 0                        | 0                        | 0                       | 0                 | 0                 | 0                        | 0               | 0                     | 0               | 0               | 0       |                   |             |
| T Volunteers Used As Match                          | [ ]                                 | 47,537           | 0                                 | 4,754                   | 951                      | 0                        | 5,704                   | 0                 | 11,894            | 0                        | 4,754           | 0                     | 1,426           | 18,064          |         | #9 #14            |             |
| N Wadas, Michele N.                                 | [ ]                                 | 100.00%          | 0.00%                             | 10.00%                  | 2.00%                    | 0.00%                    | 12.00%                  | 0.00%             | 25.00%            | 0.00%                    | 10.00%          | 0.00%                 | 3.00%           | 38.00%          |         | #9 #14            |             |
| T Case Manager/Worker                               | [ ]                                 | 34,132           | 0                                 | 4,857                   | 0                        | 0                        | 0                       | 0                 | 7,124             | 0                        | 3,238           | 0                     | 1,295           | 17,618          |         | #9 #14            |             |
| N Williams, Merle                                   | [ ]                                 | 100.00%          | 0.00%                             | 14.23%                  | 0.00%                    | 0.00%                    | 0.00%                   | 0.00%             | 20.87%            | 0.00%                    | 9.48%           | 0.00%                 | 3.79%           | 51.62%          |         |                   |             |
| T Case Manager/Worker                               | [ ]                                 | 100.00%          | 0.00%                             | 14.23%                  | 0.00%                    | 0.00%                    | 0.00%                   | 0.00%             | 20.87%            | 0.00%                    | 9.48%           | 0.00%                 | 3.79%           | 51.62%          |         |                   |             |

|   |                      |     |         |       |        |       |       |        |       |        |       |        |       |       |         |        |
|---|----------------------|-----|---------|-------|--------|-------|-------|--------|-------|--------|-------|--------|-------|-------|---------|--------|
| N | Wu-Benson, Princia   | [ ] | 54,680  | 0     | 2,734  | 0     | 0     | 3,828  | 0     | 12,030 | 0     | 2,734  | 0     | 0     | 33,354  | #9 #14 |
| T | Social Worker        |     | 100.00% | 0.00% | 5.00%  | 0.00% | 0.00% | 7.00%  | 0.00% | 22.00% | 0.00% | 5.00%  | 0.00% | 0.00% | 61.00%  |        |
|   | <b>Page Subtotal</b> |     | 208,476 | 0     | 17,715 | 1,757 | 0     | 12,754 | 0     | 33,723 | 0     | 12,874 | 0     | 2,721 | 126,932 |        |

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(c) 'Other Funding' Source Codes

**Other Funding Source Codes**

|                                |                   |                                |                        |                   |        |        |        |         |        |        |        |        |           |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|--------|--------|--------|---------|--------|--------|--------|--------|-----------|
| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |        |        |        |         |        |        |        |        |           |
| 6) HIC-AP                      | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |        |        |        |         |        |        |        |        |           |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPITE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |        |        |        |         |        |        |        |        |           |
| 16) Alzheimer's Grant          |                   |                                |                        |                   |        |        |        |         |        |        |        |        |           |
| <b>Grand Total</b>             | 2,182,455         | 92,518                         | 135,455                | 41,780            | 21,588 | 94,808 | 40,031 | 204,512 | 40,217 | 72,902 | 15,794 | 21,452 | 1,381,388 |

AAA: Oneida  
 AAA: Oneida - 30  
 Period: 4/1/17 to 3/31/18  
 Original Date Submitted:  
 Date Revised:  
 Date Last Saved: | Last Saved By:

**EQUIPMENT SCHEDULE**

| Equipment Item<br>(Unit cost or annual rental of \$1,000 or more) | 1<br>Quantity | 2<br>Unit Price | 3<br>Total Cost<br>(1x2) | 4<br>Title III-B<br>Cost | 5<br>Title III-C-<br>1 Cost | 6<br>Title III-C-<br>2 Cost | 7<br>Title III-D<br>Cost | 8<br>Title III-E<br>Cost | 9<br>EISEP<br>Cost | 10<br>CSE Cost | 11<br>WIN Cost | 12<br>Other Funding<br>Sources**<br>Amount |
|-------------------------------------------------------------------|---------------|-----------------|--------------------------|--------------------------|-----------------------------|-----------------------------|--------------------------|--------------------------|--------------------|----------------|----------------|--------------------------------------------|
| <b>No Records</b>                                                 |               |                 |                          |                          |                             |                             |                          |                          |                    |                |                |                                            |

AAA: Oneida  
 AAA: Oneida - 30  
 Period: 4/1/21 to 3/31/22  
 Original Date Submitted:  
 Date Revised:  
 Date Last Saved: | Last Saved By:

**RENT ALLOCATION SCHEDULE**

| Complete For Each Location                                    | 1<br>Annual Cost<br>Total Percent | 2<br>Title III-B | 3<br>Title III-C-1 | 4<br>Title III-C-2 | 5<br>Title III-E | 6<br>EISEP    | 7<br>CSE      | 8<br>WIN | 9 OTHER FUNDING |               |
|---------------------------------------------------------------|-----------------------------------|------------------|--------------------|--------------------|------------------|---------------|---------------|----------|-----------------|---------------|
|                                                               |                                   |                  |                    |                    |                  |               |               |          | Source(s)**     | Amount        |
| Address: 12D Airline Street, Suite 201, Oriskany, NY<br>13424 |                                   |                  |                    |                    |                  |               |               |          |                 | #1 #14 #9     |
| Owner: ONEIDA COUNTY                                          | 79,464                            | 15,893           | 3,973              | 4,768              | 9,536            | 14,304        | 10,330        | 0        |                 | 20,660        |
| Annual Rent: 0                                                | 100%                              | 20.00%           | 5.00%              | 6.00%              | 12.00%           | 18.00%        | 13.00%        | 0.00%    |                 | 28.00%        |
| Maint.-In-Lieu: 0                                             |                                   |                  |                    |                    |                  |               |               |          |                 |               |
| <b>Page Subtotal</b>                                          | <b>79,464</b>                     | <b>15,893</b>    | <b>3,973</b>       | <b>4,768</b>       | <b>9,536</b>     | <b>14,304</b> | <b>10,330</b> | <b>0</b> |                 | <b>20,660</b> |

For Locations Used as In-Kind, Note with Asterisk (\*).

**Other Funding Source Codes**

| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |       |        |        |   |        |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|-------|--------|--------|---|--------|
| 6) HIICAP                      | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |       |        |        |   |        |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPITE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |       |        |        |   |        |
| 16) Alzheimer's Grant          |                   |                                |                        |                   |       |        |        |   |        |
| <b>Grand Total*</b>            | 79,464            | 15,893                         | 3,973                  | 4,768             | 9,536 | 14,304 | 10,330 | 0 | 20,660 |



AAA: Oneida  
 AAA: Oneida - 30  
 Period: 4/1/21 to 3/31/22  
 Original Date Submitted:  
 Date Revised:  
 Date Last Saved: | Last Saved By:

**CONTRACTOR ROSTER**

| Name: Bishop, Kathleen<br>Contractor Code: 30069<br>E-Mail Address: bisbur1@earthlink.net<br>MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: For Profit <input type="checkbox"/> 1<br>Contract is:<br>Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                 |  | III-B                                                         | III-C1                                                    | III-C2                                                    | III-D                                                          | III-E                                                          | EISEP                                                          | CSE                                                       | CSI                                                            | WIN                                                            | OTHER                                                          | TOTAL                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | \$14,040<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$14,040<br>Services to be provided: 1<br>(Must be completed)  |
| Name: Caregivers dba Homemakers<br>Contractor Code: 30001<br>E-Mail Address: jhuther@ca@jmassingfarms.com<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: For Profit <input type="checkbox"/> 1<br>Contract is:<br>Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  | \$ 0<br>Services to be provided: 0<br>(Must be completed)     | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$8,000<br>Services to be provided: 1<br>(Must be completed)   | \$216,785<br>Services to be provided: 2<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$219,785<br>Services to be provided: 3<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | \$ 0<br>Services to be provided: 0<br>(Must be completed)     | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$216,785<br>Services to be provided: 2<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$233,625                                                      |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | \$ 0<br>Services to be provided: 0<br>(Must be completed)     | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$143,874<br>Services to be provided: 1<br>(Must be completed) | \$451,325<br>Services to be provided: 2<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$523,929<br>Services to be provided: 3<br>(Must be completed) | \$618,366<br>Services to be provided: 4<br>(Must be completed) | \$618,366<br>Services to be provided: 4<br>(Must be completed) | \$3,276,262                                                    |

Other Funding Source Codes

|                                |                   |                                |                        |                   |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|
| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |
| 6) HICAP                       | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPITE                    | 14) COUNTYFUNDS        | 16) CONTRACTS     |

AAA: Oneida  
 AAA: Oneida - 30  
 Period: 4/1/21 to 3/31/22  
 Original Date Submitted:  
 Date Revised:  
 Date Last Saved: | Last Saved By:

**CONTRACTOR ROSTER**

| Name: Chan-Phillips, Cindy<br>Contractor Code: 30082<br>E-Mail Address:<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of <del>Contractors</del> <del>States</del> & <del>Federally</del> <del>Eligible</del> <del>Contractors</del> : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Active: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes<br>New: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes<br>RD: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No     |  | III-B                                                              | III-C1                                                                  | III-C2                                                                  | III-D                                                              | III-E                                                              | EISEP                                                              | CSE                                                                  | CSI                                                              | WIN                                                                  | OTHER                                                                  | TOTAL                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | III-B<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | III-C1<br>\$18,928<br>Services to be provided: 2<br>(Must be completed) | III-C2<br>\$15,142<br>Services to be provided: 2<br>(Must be completed) | III-D<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | III-E<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | EISEP<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | CSE<br>\$ 0<br>Services to be provided: 0<br>(Must be completed)     | CSI<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | WIN<br>\$20,010<br>Services to be provided: 2<br>(Must be completed) | OTHER<br>\$47,320<br>Services to be provided: 1<br>(Must be completed) | TOTAL<br>\$101,400<br>Services to be provided: 7<br>(Must be completed) |
| Name: Charles T. Silrin Health<br>Contractor Code: 30079<br>E-Mail Address:<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of <del>Contractors</del> <del>States</del> & <del>Federally</del> <del>Eligible</del> <del>Contractors</del> : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Active: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes<br>New: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes<br>RD: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  | III-B<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | III-C1<br>\$ 0<br>Services to be provided: 0<br>(Must be completed)     | III-C2<br>\$ 0<br>Services to be provided: 0<br>(Must be completed)     | III-D<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | III-E<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | EISEP<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | CSE<br>\$12,500<br>Services to be provided: 1<br>(Must be completed) | CSI<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | WIN<br>\$ 0<br>Services to be provided: 0<br>(Must be completed)     | OTHER<br>\$ 0<br>Services to be provided: 0<br>(Must be completed)     | TOTAL<br>\$12,500<br>Services to be provided: 1<br>(Must be completed)  |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                    |                                                                         |                                                                         |                                                                    |                                                                    |                                                                    |                                                                      |                                                                  |                                                                      |                                                                        |                                                                         |

16) Alzheimer's Grant

|           |           |           |     |           |           |     |           |           |             |
|-----------|-----------|-----------|-----|-----------|-----------|-----|-----------|-----------|-------------|
| \$0       | \$18,928  | \$15,142  | \$0 | \$0       | \$12,500  | \$0 | \$20,010  | \$47,320  | \$113,900   |
| \$153,155 | \$334,013 | \$436,165 | \$0 | \$143,874 | \$620,435 | \$0 | \$523,929 | \$618,366 | \$3,276,262 |

**Other Funding Source Codes**

|                                |                   |                                |                        |                   |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|
| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |
| 6) HICAP                       | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPIRE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |
| 16) Alzheimer's Grant          |                   |                                |                        |                   |

AAA: Oneida  
 AAA: Oneida - 30  
 Period: 4/1/21 to 3/31/22  
 Original Date Submitted:  
 Date Revised:  
 Date Last Saved: | Last Saved By:

**CONTRACTOR ROSTER**

| Name: Critical Signal<br>Contractor Code: 30077<br>E-Mail: jvw@criticalsignal.com                                                                                                                                                                                                                                                                                                                                                                             |  | III-B                                                    | III-C1                                                   | III-C2                                                   | III-D                                                    | III-E                                                    | EISEP                                                    | CSE                                                           | CSI                                                      | WIN                                                      | OTHER                                                    | TOTAL                                                         |                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|
| Rural Contractor: <input type="checkbox"/> No<br>Number of contracts, <input type="checkbox"/> Yes<br>(State & Federal), with Profit<br>Contractors: <input type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input type="checkbox"/> No |  | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$66,000<br>Services to be provided: 1<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$20,000<br>Services to be provided: 1<br>(Must be completed) | \$86,000<br>Services to be provided: 2<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                              |  |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                               |                                                          |                                                          |                                                          |                                                               |                                                               |
| Name: Ginuzzi, Joseph, Esq.<br>Contractor Code: 30051<br>E-Mail: jpe@ginuzzi.com                                                                                                                                                                                                                                                                                                                                                                              |  | III-B                                                    | III-C1                                                   | III-C2                                                   | III-D                                                    | III-E                                                    | EISEP                                                    | CSE                                                           | CSI                                                      | WIN                                                      | OTHER                                                    | TOTAL                                                         |                                                               |
| Rural Contractor: <input type="checkbox"/> No<br>Number of contracts, <input type="checkbox"/> Yes<br>(State & Federal), with Profit<br>Contractors: <input type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                          |  | \$15,000<br>Services to be provided: 1                   | \$0<br>Services to be provided: 0                        | \$0<br>Services to be provided: 0                        | \$0<br>Services to be provided: 0                        | \$0<br>Services to be provided: 0                        | \$0<br>Services to be provided: 0                        | \$0<br>Services to be provided: 0                             | \$0<br>Services to be provided: 0                        | \$0<br>Services to be provided: 0                        | \$0<br>Services to be provided: 0                        | \$2,500<br>Services to be provided: 1                         | \$17,500<br>Services to be provided: 2                        |

New:  Yes  No  Yes  No  Yes  No  Yes  No  
 RD:  Yes  No  Yes  No  Yes  No  Yes  No  
 Consultant:  Yes  No  Yes  No  Yes  No

Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?  Yes  No

|           |           |           |           |           |     |           |             |
|-----------|-----------|-----------|-----------|-----------|-----|-----------|-------------|
| \$15,000  | \$0       | \$0       | \$66,000  | \$0       | \$0 | \$22,500  | \$103,500   |
| \$153,155 | \$334,013 | \$436,165 | \$620,435 | \$143,874 | \$0 | \$523,929 | \$3,276,262 |

**Other Funding Source Codes**

|                                |                   |                                |                        |                   |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|
| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |
| 6) HIICAP                      | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPIRE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |
| 16) Alzheimer's Grant          |                   |                                |                        |                   |

AAA: Oneida  
 AAA: Oneida - 30  
 Period: 4/1/21 to 3/31/22  
 Original Date Submitted:  
 Date Revised:  
 Date Last Saved: | Last Saved By:

**CONTRACTOR ROSTER**

|                                                                                                                                                                                                                                                                                                         |                                                                        |                                                                    |                                                                    |                                                                   |                                                                   |                                                                   |                                                                 |                                                                 |                                                                 |                                                                       |                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------------------|
| Name: Legal Aid Society<br>Contractor Code: 30020<br>E-Mail: [ ]<br>Address: [ ]<br>Rural Contractor: [ ]<br>Number of contracts: [ ]<br>(State & Federal), with/without Profit<br>Consultant: [ ]<br>Active: [ ] Yes [ ] No<br>New: [ ] Yes [ ] No<br>RD: [ ] Yes [ ] No<br>Consultant: [ ] Yes [ ] No | III-B<br>\$15,000<br>Services to be provided: 1<br>(Must be completed) | III-C1<br>\$0<br>Services to be provided: 0<br>(Must be completed) | III-C2<br>\$0<br>Services to be provided: 0<br>(Must be completed) | III-D<br>\$0<br>Services to be provided: 0<br>(Must be completed) | III-E<br>\$0<br>Services to be provided: 0<br>(Must be completed) | EISEP<br>\$0<br>Services to be provided: 0<br>(Must be completed) | CSE<br>\$0<br>Services to be provided: 0<br>(Must be completed) | CSI<br>\$0<br>Services to be provided: 0<br>(Must be completed) | WIN<br>\$0<br>Services to be provided: 0<br>(Must be completed) | OTHER<br>\$2,455<br>Services to be provided: 1<br>(Must be completed) | TOTAL<br>\$17,455<br>Services to be provided: 2<br>(Must be completed) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------------------|

Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?  Yes  No

Name: Lutheran Home  
 Contractor Code: 30021

E-Mail: [ ] Yes [ ] No  
 Rural Contractor: [ ] Yes [ ] No  
 Number of contracts, with (State & Federal), with other for-profit contractors: [ ] Yes [ ] No  
 Active: [ ] Yes [ ] No  
 New: [ ] Yes [ ] No  
 RD: [ ] Yes [ ] No  
 Consultant: [ ] Yes [ ] No

Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [ X ] No

| III-B                                             | III-C1                                            | III-C2                                            | III-D                                             | III-E                                             | EISEP                                             | CSE                                               | CSI                                               | WIN                                               | OTHER                                             | TOTAL                                             |
|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| \$0                                               | \$0                                               | \$0                                               | \$0                                               | \$0                                               | \$0                                               | \$95,625                                          | \$0                                               | \$0                                               | \$20,000                                          | \$115,625                                         |
| Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 1<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 1<br>(Must be completed) | Services to be provided: 2<br>(Must be completed) |
| \$15,000                                          | \$0                                               | \$0                                               | \$0                                               | \$0                                               | \$95,625                                          | \$0                                               | \$0                                               | \$0                                               | \$22,455                                          | \$133,080                                         |
| \$153,165                                         | \$436,165                                         | \$0                                               | \$143,874                                         | \$620,435                                         | \$451,325                                         | \$0                                               | \$523,929                                         | \$618,366                                         |                                                   | \$3,276,262                                       |

Other Funding Source Codes

|                                |                   |                                |                        |                   |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|
| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |
| 6) HHCAP                       | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPIRE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |
| 16) Alzheimer's Grant          |                   |                                |                        |                   |

AAA: Oneida  
 AAA: Oneida - 30  
 Period: 4/1/21 to 3/31/22  
 Original Date Submitted:  
 Date Revised:  
 Date Last Saved: | Last Saved By:

CONTRACTOR ROSTER

| III-B                                   | III-C1                                  | III-C2                                  | III-D                                   | III-E                                   | EISEP                                   | CSE                                     | CSI                                     | WIN                                     | OTHER                                   | TOTAL                                   |
|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| \$14,615                                | \$0                                     | \$0                                     | \$0                                     | \$105,000                               | \$62,000                                | \$0                                     | \$0                                     | \$0                                     | \$130,115                               | \$311,730                               |
| Services to be provided: 1<br>(Must be) | Services to be provided: 0<br>(Must be) | Services to be provided: 0<br>(Must be) | Services to be provided: 0<br>(Must be) | Services to be provided: 2<br>(Must be) | Services to be provided: 2<br>(Must be) | Services to be provided: 0<br>(Must be) | Services to be provided: 0<br>(Must be) | Services to be provided: 0<br>(Must be) | Services to be provided: 2<br>(Must be) | Services to be provided: 7<br>(Must be) |

Name: North Utica Senior Citizens  
 Contract #: 30045  
 E-Mail: yvon@northuticaseniors.com  
 Rural Contractor: [ ] Yes [ X ] No  
 Number of contracts, (State & Federal), with other for-profit contractors: Not-For- [ 0 ]  
 Contract is: [ ] Yes [ X ] No



MWBE:  Yes  No  
 Rural Contractor:  Yes  No  
 Number of **Contractors (State & Federal)**:  Yes  
**Contractor (State & Federal)**:  Yes  No  
**Contractor (State & Federal)**:  Yes  No  
 Active:  No  Yes  
 New:  No  Yes  
 RD:  No  Yes  
 Consultant:  Yes  No

Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?  Yes  No

|                                                                                                                          | III-B                                          | III-C1                                         | III-C2                                         | III-D                                          | III-E                                          | EISEP                                          | CSE                                            | CSI                                            | WIN                                            | OTHER                                          | TOTAL                                          |
|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|
| Name: Pawlick, Bonnie                                                                                                    |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |
| Contractor Code: 30080                                                                                                   |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |
| E-Mail: <a href="mailto:bwelick@facepilot.net">bwelick@facepilot.net</a>                                                 |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |
| Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                    | III-B                                          | III-C1                                         | III-C2                                         | III-D                                          | III-E                                          | EISEP                                          | CSE                                            | CSI                                            | WIN                                            | OTHER                                          | TOTAL                                          |
| Number of <b>Contractors (State &amp; Federal)</b> : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$0                                            | \$1,368                                        | \$1,368                                        | \$0                                            | \$0                                            | \$0                                            | \$0                                            | \$0                                            | \$1,164                                        | \$0                                            | \$3,900                                        |
| Services to be provided: 0 (Must be completed)                                                                           | Services to be provided: 2 (Must be completed) | Services to be provided: 2 (Must be completed) | Services to be provided: 2 (Must be completed) | Services to be provided: 0 (Must be completed) | Services to be provided: 0 (Must be completed) | Services to be provided: 0 (Must be completed) | Services to be provided: 0 (Must be completed) | Services to be provided: 0 (Must be completed) | Services to be provided: 2 (Must be completed) | Services to be provided: 0 (Must be completed) | Services to be provided: 6 (Must be completed) |
| Active: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes                                              |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |
| New: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes                                                 |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |
| RD: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes                                                  |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |
| Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                          |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |

Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?  Yes  No

|           |           |           |     |           |           |           |     |           |           |             |
|-----------|-----------|-----------|-----|-----------|-----------|-----------|-----|-----------|-----------|-------------|
| \$72,000  | \$6,368   | \$1,368   | \$0 | \$3,500   | \$0       | \$19,100  | \$0 | \$1,164   | \$37,500  | \$141,000   |
| \$153,155 | \$334,013 | \$436,165 | \$0 | \$143,874 | \$620,435 | \$451,325 | \$0 | \$523,929 | \$618,366 | \$3,276,262 |

Other Funding Source Codes

|                                |                   |                                |                        |                   |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|
| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |
| 6) HIICAP                      | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPIRE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |
| 16) Alzheimer's Grant          |                   |                                |                        |                   |

AAA: Oneida  
 AAA: Oneida - 30  
 Period: 4/1/21 to 3/31/22  
 Original Date Submitted:  
 Date Revised:

**CONTRACTOR ROSTER**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |  |  |  |  |  |  |  |       |        |        |       |       |       |            |      |      |           |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|-------|--------|--------|-------|-------|-------|------------|------|------|-----------|------------|
| Name: Presbyterian Home<br>Contractor Code: 30009<br>E-Mail: cduff@presbyterianhome.com<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>& contracts, with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contract is: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                |  |  |  |  |  |  |  |  |  |  | III-B | III-C1 | III-C2 | III-D | III-E | EISEP | CSE        | CSI  | WIN  | OTHER     | TOTAL      |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |  |  |  |  |  |  |  | \$ 0  | \$ 0   | \$ 0   | \$ 0  | \$ 0  | \$ 0  | \$ 79,500  | \$ 0 | \$ 0 | \$ 25,000 | \$ 104,500 |
| Name: Resource Center for<br>Contractor Code: 30015<br>E-Mail Address: zmcconick@rccl.com<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>& contracts, with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contract is: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |  |  |  |  |  |  |  |  |  | III-B | III-C1 | III-C2 | III-D | III-E | EISEP | CSE        | CSI  | WIN  | OTHER     | TOTAL      |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |  |  |  |  |  |  |  | \$ 0  | \$ 0   | \$ 0   | \$ 0  | \$ 0  | \$ 0  | \$ 101,500 | \$ 0 | \$ 0 | \$ 10,000 | \$ 111,500 |

|            |            |        |            |            |            |      |            |            |           |              |
|------------|------------|--------|------------|------------|------------|------|------------|------------|-----------|--------------|
| III-B      | III-C1     | III-C2 | III-D      | III-E      | EISEP      | CSE  | CSI        | WIN        | OTHER     | TOTAL        |
| \$ 0       | \$ 0       | \$ 0   | \$ 0       | \$ 0       | \$ 0       | \$ 0 | \$ 0       | \$ 0       | \$ 0      | \$ 0         |
| \$ 153,155 | \$ 436,165 | \$ 0   | \$ 143,874 | \$ 620,435 | \$ 451,325 | \$ 0 | \$ 523,929 | \$ 618,366 | \$ 35,000 | \$ 3,276,262 |

**Other Funding Source Codes**

|                                |                   |                                |                        |                   |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|
| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |
| 6) HICAP                       | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPITE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |



AAA: Onelda  
 AAA: Onelda - 30  
 Period: 4/1/21 to 3/31/22  
 Original Date Submitted:  
 Date Revised:  
 Date Last Saved: | Last Saved By:

16) Alzheimer's Grant

**CONTRACTOR ROSTER**

| Name: Sr Citizen Council of Rome, NY DBA<br>Contractor Code: 30013<br>E-Mail: sstreefer@avagionny.com<br>Rural Contractor: [ ] Yes [ X ] No<br>Number of contracts, (State & Federal), with this contractor type: Not-For-Profit [ 2 ]<br>Contract is: [ X ] Yes [ ] No<br>Active: [ ] Yes [ X ] No<br>New: [ ] Yes [ X ] No<br>RD: [ ] Yes [ X ] No<br>Consultant: [ ] Yes [ X ] No      |  | III-B                                                         | III-C1                                                         | III-C2                                                         | III-D                                                     | III-E                                                         | EISEP                                                         | CSE                                                           | CSI                                                       | WIN                                                            | OTHER                                                          | TOTAL                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------|
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [ X ] No                                                                                                                                                                                                                                             |  | \$22,500<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)     | \$60,000<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)     | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$20,000<br>Services to be provided: 1<br>(Must be completed)  | \$102,500<br>Services to be provided: 3<br>(Must be completed)   |
| Name: Trinity Services Group, Inc<br>Contractor Code: 30078<br>E-Mail: Christina.Link@trinityservicesgroup.com<br>Rural Contractor: [ X ] Yes [ ] No<br>Number of contracts, (State & Federal), with this contractor type: For Profit [ 0 ]<br>Contract is: [ X ] Yes [ ] No<br>Active: [ ] Yes [ X ] No<br>New: [ ] Yes [ X ] No<br>RD: [ ] Yes [ X ] No<br>Consultant: [ ] Yes [ X ] No |  | \$ 0<br>Services to be provided: 0<br>(Must be completed)     | \$308,717<br>Services to be provided: 1<br>(Must be completed) | \$419,655<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$15,674<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)     | \$83,100<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$502,755<br>Services to be provided: 1<br>(Must be completed) | \$303,476<br>Services to be provided: 2<br>(Must be completed) | \$1,633,377<br>Services to be provided: 7<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [ X ] No                                                                                                                                                                                                                                             |  | \$419,655                                                     | \$ 0                                                           | \$15,674                                                       | \$ 0                                                      | \$143,100                                                     | \$ 0                                                          | \$ 0                                                          | \$502,755                                                 | \$323,476                                                      | \$1,735,877                                                    |                                                                  |

| NAME                               | AMOUNT    | DATE    | TOTAL            |
|------------------------------------|-----------|---------|------------------|
| SR CITIZEN COUNCIL OF ROME, NY DBA | \$22,500  | 308,717 | \$419,655        |
| TRINITY SERVICES GROUP, INC        | \$153,155 | 334,013 | \$436,165        |
| <b>TOTAL</b>                       |           |         | <b>\$855,820</b> |

Other Funding Source Codes

|                                |                   |                                |                        |                   |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|
| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |
| 6) HIICAP                      | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPITE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |
| 16) Alzheimer's Grant          |                   |                                |                        |                   |

AAA: Oneida  
 AAA: Oneida - 30  
 Period: 4/1/21 to 3/31/22  
 Original Date Submitted:  
 Date Revised:  
 Date Last Saved: | Last Saved By:

CONTRACTOR ROSTER

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           |                                                           |                                                           |                                                              |                                                                |                                                           |                                                           |                                                           |                                                           |                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------|
| Name: U.S. Care<br>Contractor Code: 30006<br>E-Mail: ceme@ox@vesarey@tms.com<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), <input type="checkbox"/> State <input type="checkbox"/> Federal<br>Contract is: <input type="checkbox"/> For Profit <input type="checkbox"/> No Profit<br>Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                                           |                                                           |                                                           |                                                              |                                                                |                                                           |                                                           |                                                           |                                                           |                                                                |
| III-B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | III-C1                                                    | III-C2                                                    | III-D                                                     | III-E                                                        | EISEP                                                          | CSE                                                       | CSI                                                       | WIN                                                       | OTHER                                                     | TOTAL                                                          |
| \$ 0<br>Services to be provided: 0<br>(Must be completed)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$6,500<br>Services to be provided: 2<br>(Must be completed) | \$250,850<br>Services to be provided: 2<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$257,350<br>Services to be provided: 4<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                           |                                                           |                                                           |                                                              |                                                                |                                                           |                                                           |                                                           |                                                           |                                                                |

|           |           |      |           |           |           |      |           |           |             |           |
|-----------|-----------|------|-----------|-----------|-----------|------|-----------|-----------|-------------|-----------|
| \$ 0      | \$ 0      | \$ 0 | \$6,500   | \$250,850 | \$ 0      | \$ 0 | \$ 0      | \$ 0      | \$ 0        | \$257,350 |
| \$153,165 | \$436,165 | \$ 0 | \$143,874 | \$620,435 | \$451,325 | \$ 0 | \$523,929 | \$618,366 | \$3,276,262 |           |

Other Funding Source Codes

|                                |                   |                                |                        |                   |
|--------------------------------|-------------------|--------------------------------|------------------------|-------------------|
| 1) Title III-D                 | 2) CSI            | 3) Unmet Need                  | 4) Foster Grandparents | 5) RSVP           |
| 6) HIICAP                      | 7) MIPPA          | 8) State Funded Transportation | 9) NY Connects E & E   | 10) SHINE SNAP-Ed |
| 11) Caregivers Resource Center | 12) Grants in Aid | 13) RESPITE                    | 14) COUNTYFUNDS        | 15) CONTRACTS     |
| 16) Alzheimer's Grant          |                   |                                |                        |                   |



|                                                                                                                              |                  |
|------------------------------------------------------------------------------------------------------------------------------|------------------|
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation: | Yes [ X ] No [ ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                        | Yes [ X ] No [ ] |

## Section 4

|                                                                                                                                                                                         |                        |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------|
| <b>Certification</b>                                                                                                                                                                    |                        |                  |
| [ X ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |                        |                  |
| Name: Keith Heitzman                                                                                                                                                                    | Title: Program Analyst | Date: 06/09/2020 |

|                             |              |
|-----------------------------|--------------|
| <i>For Office Use Only:</i> |              |
| Form reviewed by: _____     | Title: _____ |
| Date Reviewed: _____        |              |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

## Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2021-222021-222021-222021-222021-222021-222021-222021-222021-222021-22 Annual Update Guide for Completion for further instructions with regard to completing this form.

## Section 1

|                                                                        |                                          |
|------------------------------------------------------------------------|------------------------------------------|
| NYSOFA Contractor Code: 30030<br>Number of contracts with this entity: | New Contract [ ] Existing Contract [ X ] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:                     |
| Contractor Name:<br>Parkway Senior Center                              | Date:                                    |
| Services to be Provided: Transportation                                | Employer ID:<br>16-1557404               |
| Contract Period:<br>04/01/2020 - 03/31/2021                            | Contract Total:<br>\$25,000.00           |

## Section 2

Contractor Contract Information

|                                        |
|----------------------------------------|
| Business Address: 220 Memorial Parkway |
| City: Utica State: NY Zip:             |
| Mailing Address:                       |
| City: State: Zip: 13501                |
| Attention: Phone #: 315-233-3973 Fax # |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [ X ] No [ ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [ X ] No [ ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [ X ] No [ ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [ X ] No [ ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [ X ] No [ ] |

**Section 4**

|                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Certification</b>                                                                                                                                                                    |
| [ X ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |
| Name: Keith Heitzman Title: Program Analyst Date: 06/10/2020                                                                                                                            |

|                                      |
|--------------------------------------|
| <i>For Office Use Only:</i>          |
| Form reviewed by: _____ Title: _____ |
| Date Reviewed: _____                 |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2021-222021-222021-222021-222021-222021-222021-222021-222021-222021-22 Annual Update Guide for Completion for further instructions with regard to completing this form.

### Section 1

|                                                                        |                                          |
|------------------------------------------------------------------------|------------------------------------------|
| NYSOFA Contractor Code: 30030<br>Number of contracts with this entity: | New Contract [ X ] Existing Contract [ ] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:                     |
| Contractor Name:<br>Parkway Senior Center                              | Date:                                    |
| Services to be Provided: Volunteer Program                             | Employer ID:<br>16-1557404               |
| Contract Period:<br>04/01/2020 - 03/31/2020                            | Contract Total:<br>\$55,000.00           |

### Section 2

|                                        |  |
|----------------------------------------|--|
| Contractor Contract Information        |  |
| Business Address: 220 Memorial Parkway |  |
| City: Utica State: NY Zip:             |  |
| Mailing Address:                       |  |
| City: State: Zip: 13501                |  |
| Attention: Phone #: 315-233-3973 Fax # |  |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

### Section 3

|                                                                                                                                                                                                                |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [ X ] No [ ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [ X ] No [ ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [ X ] No [ ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [ X ] No [ ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [ X ] No [ ] |

### Section 4

|                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Certification</b>                                                                                                                                                                    |
| [ X ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |

Name: Keith Heitzman Title: Program Analyst Date: 06/10/2020

For Office Use Only:  
 Form reviewed by: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date Reviewed: \_\_\_\_\_

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2021-222021-222021-222021-222021-222021-222021-222021-222021-22 Annual Update Guide for Completion for further instructions with regard to completing this form.

**Section 1**

|                                                                        |                                        |
|------------------------------------------------------------------------|----------------------------------------|
| NYSOFA Contractor Code: 30030<br>Number of contracts with this entity: | New Contract [ ] Existing Contract [X] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:                   |
| Contractor Name:<br>Parkway Senior Center                              | Date:                                  |
| Services to be Provided: Outreach - Agenet                             | Employer ID:<br>16-1557404             |
| Contract Period:<br>01/01/2020 - 12/31/2020                            | Contract Total:<br>\$35,000.00         |

**Section 2**

|                                        |  |
|----------------------------------------|--|
| Contractor Contract Information        |  |
| Business Address: 220 Memorial Parkway |  |
| City: Utica State: NY Zip:             |  |
| Mailing Address:                       |  |
| City: State: Zip: 13501                |  |
| Attention: Phone #: 315-233-3973 Fax # |  |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

\_\_\_\_\_

|                                                                                                                                                                                                                |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [ X ] No [ ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [ X ] No [ ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [ X ] No [ ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [ X ] No [ ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [ X ] No [ ] |

**Section 4**

|                                                                                                                                                                                         |                        |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------|
| <b>Certification</b>                                                                                                                                                                    |                        |                  |
| [ X ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |                        |                  |
| Name: Keith Heitzman                                                                                                                                                                    | Title: Program Analyst | Date: 06/10/2020 |

|                             |              |
|-----------------------------|--------------|
| <i>For Office Use Only:</i> |              |
| Form reviewed by: _____     | Title: _____ |
| Date Reviewed: _____        |              |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2021-222021-222021-222021-222021-22 Annual Update Guide for Completion for further instructions with regard to completing this form.

**Section 1**

|                                                                        |                                          |
|------------------------------------------------------------------------|------------------------------------------|
| NYSOFA Contractor Code: 30030<br>Number of contracts with this entity: | New Contract [ ] Existing Contract [ X ] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:                     |
| Contractor Name:<br>Parkway Senior Center                              | Date:                                    |



|                                             |                               |
|---------------------------------------------|-------------------------------|
| Services to be Provided: Billpayer          | Employer ID:<br>16-1557404    |
| Contract Period:<br>01/01/2020 - 12/31/2020 | Contract Total:<br>\$8,100.00 |

## Section 2

|                                        |  |
|----------------------------------------|--|
| Contractor Contract Information        |  |
| Business Address: 220 Memorial Parkway |  |
| City: Utica State: NY Zip:             |  |
| Mailing Address:                       |  |
| City: State: Zip: 13501                |  |
| Attention: Phone #: 315-233-3973 Fax # |  |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

## Section 3

|                                                                                                                                                                                                                |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [ X ] No [ ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [ X ] No [ ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [ X ] No [ ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [ X ] No [ ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [ X ] No [ ] |

## Section 4

|                                                                                                                                                                                         |                        |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------|
| <b>Certification</b>                                                                                                                                                                    |                        |                  |
| [ X ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |                        |                  |
| Name: Keith Heitzman                                                                                                                                                                    | Title: Program Analyst | Date: 06/10/2020 |

|                             |              |
|-----------------------------|--------------|
| <i>For Office Use Only:</i> |              |
| Form reviewed by: _____     | Title: _____ |
| Date Reviewed: _____        |              |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

## Instructions

|  |
|--|
|  |
|--|

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2021-222021-222021-222021-222021-222021-222021-22 Annual Update Guide for Completion for further instructions with regard to completing this form.

### Section 1

|                                                                        |                                        |
|------------------------------------------------------------------------|----------------------------------------|
| NYSOFA Contractor Code: 30030<br>Number of contracts with this entity: | New Contract [ ] Existing Contract [X] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:                   |
| Contractor Name:<br>Parkway Senior Center                              | Date:                                  |
| Services to be Provided: Health Promotion                              | Employer ID:<br>16-1557404             |
| Contract Period:<br>01/01/2020 - 12/31/2020                            | Contract Total:<br>\$14,000.00         |

### Section 2

|                                        |
|----------------------------------------|
| Contractor Contract Information        |
| Business Address: 220 Memorial Parkway |
| City: Utica State: NY Zip:             |
| Mailing Address:                       |
| City: State: Zip: 13501                |
| Attention: Phone #: 315-233-3973 Fax # |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

### Section 3

|                                                                                                                                                                                                                |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [X] No [ ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [X] No [ ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [X] No [ ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [X] No [ ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [X] No [ ] |

## Section 4

### Certification

[ X ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.

Name: Keith Heitzman

Title: Program Analyst

Date: 06/10/2020

*For Office Use Only:*

Form reviewed by: \_\_\_\_\_ Title: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

## Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2021-222021-222021-222021-222021-22 Annual Update Guide for Completion for further instructions with regard to completing this form.

## Section 1

|                                                                        |                                        |
|------------------------------------------------------------------------|----------------------------------------|
| NYSOFA Contractor Code: 30051<br>Number of contracts with this entity: | New Contract [ ] Existing Contract [X] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:                   |
| Contractor Name:<br>Giruzzi, Joseph, Esq.                              | Date:                                  |
| Services to be Provided: Legal Aid                                     | Employer ID:<br>16-1560038             |
| Contract Period:<br>01/01/2020 - 12/31/2020                            | Contract Total:<br>\$17,500.00         |

## Section 2

|                                   |  |
|-----------------------------------|--|
| Contractor Contract Information   |  |
| Business Address: 301 Bleecker St |  |
| City: Utica State: NY Zip: 13501  |  |
| Mailing Address: 301 Bleecker St  |  |
| City: Utica State: NY Zip: 13501  |  |

Attention: Phone #: 315-733-0471 Fax #

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [ X ] No [ ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [ X ] No [ ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [ X ] No [ ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [ X ] No [ ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [ X ] No [ ] |

**Section 4**

**Certification**

[ X ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.

Name: Keith Heitzman Title: Program Analyst Date: 06/09/2020

*For Office Use Only:*

Form reviewed by: \_\_\_\_\_ Title: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2021-222021-222021-222021-22 Annual Update Guide for Completion for further instructions with regard to completing this form.

### Section 1

|                                                                        |                                                                                                     |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| NYSOFA Contractor Code: 30069<br>Number of contracts with this entity: | New Contract [ <input type="checkbox"/> ] Existing Contract [ <input checked="" type="checkbox"/> ] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:                                                                                |
| Contractor Name:<br>Bishop, Kathleen                                   | Date:                                                                                               |
| Services to be Provided: outreach                                      | Employer ID:<br>06-9042015                                                                          |
| Contract Period:<br>01/01/2018 - 12/31/2020                            | Contract Total:<br>\$14,040.00                                                                      |

### Section 2

|                                               |                      |
|-----------------------------------------------|----------------------|
| Contractor Contract Information               |                      |
| Business Address: 6054 Stokes Lee Center Road |                      |
| City: Lee Center                              | State: NY Zip: 13363 |
| Mailing Address: 6054 Stokes Lee Center Road  |                      |
| City: Lee Center                              | State: NY Zip: 13363 |
| Attention:                                    | Phone #: Fax #       |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

### Section 3

|                                                                                                                                                                                                                |                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [ <input checked="" type="checkbox"/> ] No [ <input type="checkbox"/> ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [ <input checked="" type="checkbox"/> ] No [ <input type="checkbox"/> ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [ <input checked="" type="checkbox"/> ] No [ <input type="checkbox"/> ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [ <input checked="" type="checkbox"/> ] No [ <input type="checkbox"/> ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [ <input checked="" type="checkbox"/> ] No [ <input type="checkbox"/> ] |

### Section 4

|                                                                                                                                                                                                                |        |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------------|
| <b>Certification</b>                                                                                                                                                                                           |        |                  |
| [ <input type="checkbox"/> ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |        |                  |
| Name:                                                                                                                                                                                                          | Title: | Date: 06/09/2020 |

|                             |              |
|-----------------------------|--------------|
| <i>For Office Use Only:</i> |              |
| Form reviewed by: _____     | Title: _____ |

Date Reviewed: \_\_\_\_\_

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2021-222021-222021-22 Annual Update Guide for Completion for further instructions with regard to completing this form.

**Section 1**

|                                                                        |                                        |
|------------------------------------------------------------------------|----------------------------------------|
| NYSOFA Contractor Code: 30077<br>Number of contracts with this entity: | New Contract [ ] Existing Contract [X] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:                   |
| Contractor Name:<br>Critical Signal Technologies                       | Date:                                  |
| Services to be Provided: PERS                                          | Employer ID:<br>20-5117627             |
| Contract Period:<br>04/01/2020 - 03/31/2021                            | Contract Total:<br>\$86,000.00         |

**Section 2**

|                                           |
|-------------------------------------------|
| Contractor Contract Information           |
| Business Address: 27475 Medadowbrock Road |
| City: Novi State: MI Zip: 48377           |
| Mailing Address:                          |
| City: State: Zip:                         |
| Attention: Phone #: 888-557-4462 Fax #    |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [X] No [ ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?                                                                                           | Yes [X] No [ ] |

|                                                                                                                                    |                  |
|------------------------------------------------------------------------------------------------------------------------------------|------------------|
| If no, please provide an explanation:                                                                                              |                  |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation: | Yes [ X ] No [ ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:       | Yes [ X ] No [ ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                              | Yes [ X ] No [ ] |

## Section 4

### Certification

[ X ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.

Name: Keith Heitzman Title: Program Analyst Date: 06/09/2020

*For Office Use Only:*

Form reviewed by: \_\_\_\_\_ Title: \_\_\_\_\_  
Date Reviewed: \_\_\_\_\_

## CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

### Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2021-222021-222021-22 Annual Update Guide for Completion for further instructions with regard to completing this form.

### Section 1

|                                                                        |                                          |
|------------------------------------------------------------------------|------------------------------------------|
| NYSOFA Contractor Code: 30078<br>Number of contracts with this entity: | New Contract [ ] Existing Contract [ X ] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:                     |
| Contractor Name:<br>Trinity Services Group, Inc                        | Date:                                    |
| Services to be Provided: HDM, Congregate meals, and MLTC Meals         | Employer ID:<br>59-3026703               |
| Contract Period:<br>01/01/2020 - 12/31/2020                            | Contract Total:<br>\$1,625,067.00        |

**Section 2**

|                                     |                       |            |
|-------------------------------------|-----------------------|------------|
| Contractor Contract Information     |                       |            |
| Business Address: 477 Commerce Blvd |                       |            |
| City: Oldsmar                       | State: FL             | Zip: 34677 |
| Mailing Address:                    |                       |            |
| City:                               | State:                | Zip:       |
| Attention:                          | Phone #: 813-854-4264 | Fax #      |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [ X ]    No [   ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [ X ]    No [   ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [ X ]    No [   ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [ X ]    No [   ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [ X ]    No [   ] |

**Section 4**

|                                                                                                                                                                                         |                        |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------|
| <b>Certification</b>                                                                                                                                                                    |                        |                  |
| [ X ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |                        |                  |
| Name: Keith Heitzman                                                                                                                                                                    | Title: Program Analyst | Date: 06/10/2020 |

|                             |              |
|-----------------------------|--------------|
| <i>For Office Use Only:</i> |              |
| Form reviewed by: _____     | Title: _____ |
| Date Reviewed: _____        |              |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2021-222021-22 Annual Update Guide for Completion for further instructions with regard to completing this form.



**Section 1**

|                                                                        |                                        |
|------------------------------------------------------------------------|----------------------------------------|
| NYSOFA Contractor Code: 30080<br>Number of contracts with this entity: | New Contract [ ] Existing Contract [X] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:                   |
| Contractor Name:<br>Pawlick, Bonnie                                    | Date:                                  |
| Services to be Provided: Nutrition Dietitian                           | Employer ID:<br>00-0000000             |
| Contract Period:<br>01/01/2020 - 03/31/2020                            | Contract Total:<br>\$3,900.00          |

**Section 2**

|                                                 |  |
|-------------------------------------------------|--|
| Contractor Contract Information                 |  |
| Business Address: 10321 Adirondack View Heights |  |
| City: Utica State: NY Zip: 13502                |  |
| Mailing Address: 10321 Adirondack View Heights  |  |
| City: Utica State: NY Zip:                      |  |
| Attention: Phone #: 315-797-7367 Fax #          |  |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [ X ] No [ ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [ X ] No [ ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [ X ] No [ ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [ X ] No [ ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [ X ] No [ ] |

**Section 4**

**Certification**

By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.

Name: Keith Heitzman

Title: Program Analyst

Date: 06/10/2020

For Office Use Only:

Form reviewed by: \_\_\_\_\_ Title: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

### CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

#### Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2021-22 Annual Update Guide for Completion for further instructions with regard to completing this form.

#### Section 1

|                                                                        |                                                                        |
|------------------------------------------------------------------------|------------------------------------------------------------------------|
| NYSOFA Contractor Code: 30081<br>Number of contracts with this entity: | New Contract [ ] Existing Contract <input checked="" type="checkbox"/> |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:                                                   |
| Contractor Name:<br>One Caring Place Plus, Inc                         | Date:                                                                  |
| Services to be Provided: PCA I and PCA II                              | Employer ID:<br>27-4406281                                             |
| Contract Period:<br>04/01/2020 - 12/31/2021                            | Contract Total:<br>\$30,000.00                                         |

#### Section 2

|                                        |  |
|----------------------------------------|--|
| Contractor Contract Information        |  |
| Business Address: 1001 South Street    |  |
| City: Utica State: NY Zip: 13501       |  |
| Mailing Address: 1001 South Street     |  |
| City: Utica State: NY Zip: 13501       |  |
| Attention: Phone #: 315-765-6245 Fax # |  |

### CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

### Section 3

|                                                                                                                                                                                                                |                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [ X ]    No [   ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [ X ]    No [   ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [ X ]    No [   ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [ X ]    No [   ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [ X ]    No [   ] |

### Section 4

#### Certification

[ X ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.

Name: Keith Heitzman

Title: Program Analyst

Date: 06/09/2020

#### For Office Use Only:

Form reviewed by: \_\_\_\_\_ Title: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

AAA: Oneida - 30

Original Date Submitted:

Date Revised:

Date Last Saved: | Last Saved By:

## ATTACHMENT B

### PRIORITY SERVICES EXPENDITURE REPORT

Instructions: Using actual expenditures for the period, October 1, 2019- September 30, 2020, submit this completed and certified report with the 2021-22 Annual Update. Area Agencies may use their CAARS reports to assist with completing this page.

Since AAA CAARS reports are completed on an accrual basis, they may not reflect the actual expenditures incurred during the most recent federal fiscal year. If the Attachment B expenditure report indicates that the AAA has not complied with the minimum required Priority Services percentages, the AAA should review their actual expenditures based on contractor claims or direct AAA costs associated with service category(ies) in order to complete the report below.

Column A: Include Title III-B expenditures (services dollars only - Federal, Non-Federal and Income) for:

Row 1. **Access:** transportation, outreach, information and assistance, case management

Row 2. **In-home:** personal care level I, personal care level II, home health aide, consumer directed in-home services, in-home contact & support, caregiver services

Row 3. **Legal:** legal advice & representation by an attorney (including, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older adults with economic or social needs. (Also see 94-PI-52, 12/29/94.)

Row 4. **All Other Services:** necessary to sum total services dollars expended.

Row 5. **Subtotal:** all services dollars expended.

Row 6. **Over Match:** must be removed from total.

Row 7. **Total:** [T] should indicate all Title III-B services dollars with required match only. Be sure to subtract any over match.

Column B: To calculate the percentage of each Priority Service in Column A, divide each Priority Service Expenditure, on Column A by the total [T] Expenditure in Column A, Line 7.

**If the percentage in Column B meets the minimum required percentage STOP do not continue.**

If it does not, then continue in Column C. Include only the required amount from CSE and/or WIN expenditures required to meet the Percentage in each of the Priority Services areas. (See instructions in Guide on how to calculate the minimum percentage amounts.)

#### Notes:

[S] Include WIN dollars for Access **only**.

[H] includes CSE dollars for Home Health Aide, In-Home Contact & Support and Caregiver Services **only**.

Column D: add Columns A and C for Lines 1, 2 & 3.

Column E: calculate the percentage of each Priority Service separately. For each priority service divide dollars for the combined III-B and CSE/WIN amounts (Column D) by the sum of the III-B total [T] in Column A, Line 7, plus the Priority Service's amount in Column C.

| Category & Minimum Required Percentage | (A)                         | (B)             | (C)                    | (D)                               | (E)                   |
|----------------------------------------|-----------------------------|-----------------|------------------------|-----------------------------------|-----------------------|
|                                        | III B-Services Expenditures | Percent (A)/[T] | CSE (& WIN for Access) | Services Combined Total (A) + (C) | Percent (D)/{[T]+(C)} |
| 1. Access-20.0%                        | 181321.00                   | 88.79           | 0.00 [S]               | 181321.00                         | 88.79                 |
| 2. In-Home-2.5%                        | 0.00                        | 0.00            | 1925.00 [H]            | 1925.00                           | 0.93                  |
| 3. Legal-7.0%                          | 22896.00                    | 11.21           | 0.00                   | 22896.00                          | 11.21                 |
| 4. All Other Services                  | 0.00                        |                 |                        |                                   |                       |
| 5. Subtotal                            | 204217.00                   |                 |                        |                                   |                       |
| 6. Over Match (C)                      | 0.00                        |                 |                        |                                   |                       |
| 7. Total                               | 204217.00 [T]               |                 |                        |                                   |                       |

If for one or more of the Priority Services categories the amount specified in Column E is less than the Minimum Required Percentage, for each such category provide an explanation of the reason for the shortfall in expenditures and describe the strategies and steps that the AAA is implementing to assure that it will satisfy the requirement for the forthcoming plan year.

| Name of Category | Explanation                                                                                                                 | Strategies/Steps                                                                                            |
|------------------|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| In-Home          | It is lower than 2.5% Due to shortage of contractors to provide services as well as late vouchering due to contract issues. | Get contracts to the board sooner as well as require quarterly vouchering of expenses from our contractors. |

## ATTACHMENT C

### Program Design Modifications

All AAAs should carefully review this form and the Guide for Completion.

#### PURPOSE

All AAAs must complete Attachment C. Attachment C is intended for the AAA to alert and obtain approval from NYSOFA regarding: Major Changes; New Direct Services; New Activities; Plans for Multipurpose Senior Centers that are not included in the previous program period; and/or any changes that are being planned for future periods(e.g. an RFP to be held in SFY 2021-2022 that will result in a major change in services or providers in SFY 2022-2023).

Every AAA must complete the Certification Section of Attachment C whether or not any changes are anticipated.

Please be advised that program design modifications identified in Attachment C must be approved by NYSOFA before any expenditures can be obligated for such plans.

#### DEFINITIONS

**Program Design Modification:** Refers to a Major Change, New Direct Service or New Activity.

**Major Change(s):** Refers to a proposed change(s) in program design for SFY 2021-2022 from what NYSOFA has approved in the previous program period that will significantly impact older adults. It also refers to any planned change(s) for future periods that will have a significant impact on service delivery to older adults.

**Significant Impact:** The criteria for determining Significant Impact include:

1. The discontinuance of any service, or
2. Major changes in:
  - a. service location;
  - b. access to services;
  - c. service providers;
  - d. types of services being offered;
  - e. the manner in which services are provided;
  - f. service levels (changes of more than 20% in units or expenditures for any specific service); and
  - g. changes in administrative operations (e.g. a re-organization, a consolidation).

Please refer to the *Guide for Completion* and 20-PI-14 for examples of 'Major Changes' and situations which are exempt from inclusion in this attachment.

**New Direct Service:** Refers to any service that is currently provided by a contractor that the AAA is seeking to provide directly or a new service that the AAA is proposing to provide directly.

**New Activity:** Refers to: Any new service or program

AAA: Oneida - 30

Original Date Submitted:

Date Revised:

Date Last Saved: | Last Saved By:

**ATTACHMENT C**

**PROGRAM DESIGN MODIFICATIONS**

**ATTACHMENT C**

**CERTIFICATION**

**One of the certifications below must be checked.**

1) The AAA certifies that there are no planned program design modifications beyond those specified in this Attachment C that may occur during the 2021-2022 Program Year or a Future Program Year and that: If any change to its programs or services does occur during the 2021-2022 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year.

**OR**

2) The AAA certifies that it is not making any program design modifications in this Attachment C and that: If any change to its programs or services does occur during the 2021-22 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year.

---

**ADVISORY COUNCIL REVIEW AND COMMENT**

The AAA certifies that it has submitted the program design modifications contained in this Attachment C to its advisory council for review and comment as required under Title III, Part 45, Section 1321(c) of the Older Americans Act Regulations.



Original Date Submitted:

Date Revised:

Date Last Saved: | Last Saved By:

## ATTACHMENT D

### Justification for Title III Carryovers and Title III Transfers

**Transfers:** Provide justification for any transfer of funds within and among Title III programs. Transfers are limited to no more than 30% between Titles III-B and III-C and no more than 40% between Titles III-C-1 and III-C-2. Transfers are not allowed for Titles III-D or III-E.

A maximum transfer of 40%, \$138,203 from Title III C-1 to III C-2.

This transfers will reduce and/or alleviate a wait list for HDM.

**Carryovers:** (Reference 88-PI-17, 3/24/88)

Titles III-B, III-C and Title III-E: Provide justification for carryover amounts in excess of 7.5%.

Title III-B carryover of \$137,394.89 and Title III-E carryover of \$76,718.98 are both due to staff vacancies resulting from resignations to accept another job and staff retirements. Title III-B was under expended in the contractor line due to Legal Aid Society (they relocated during this period) and Parkway Transportation.

Title III-E Carry over of \$76,718.98 was due to vacant case management positions that would have helped the program coordinator expand their served client base. The staff shortage also impacted the restart of the Caregiver Support Group.

Title III-C 1 Carry over of \$89,015.39 was due to a decline of client attendance at congregate sites.

Title III-D: Provide justification for carryover amounts in excess of 25%.

**Targeting:** In accordance with NYCRR §6654.3 (a)(22)(b) and 12-PI-08, describe how carryover funds will be used in provision of services or outreach designed to reach target populations.

Examples of use of funds to reach target populations might include:

- translation of informational materials for persons with limited English proficiency
- development of Braille and audio materials for persons who are visually impaired
- creation of or new implementation of programming in an effort to reduce health disparities
- new transportation services to reach rural residents

Other common documents will be translated

Partnerships will be explored with local facilities to reduce health disparities.

Where the AAA will not use carryover funds for additional or expanded targeting efforts, and the AAA targeting goals have not been met, please provide a justification including a description of the specific activities implemented by the AAA to meet targeting goals and outcomes.

AAA: Oneida - 30  
Original Date Submitted:

Date Revised:

Date Last Saved: | Last Saved By:

## ATTACHMENT E

### Fringe Benefits, Travel Reimbursement, Schedule Adjustment and Contractor Explanation

**Fringe Benefits Policy:** Include below the current fringe benefit rate for employees. Describe any changes from the Fringe Benefit policy submitted with the 2020-24 Four Year Plan. If the composite fringe benefit percentage for an individual program exceeds the average fringe benefit percentage included below- by more than 15%- the reason for the deviation(s) **must** be explained below.

2021-2022 Fringe Benefit Rate: 30.00%

There has been no change in our fringe benefit policy for the year 2020-2021

**Travel Reimbursement Policy:** Describe below any changes from the Travel Reimbursement Policy submitted with the 2020-24 Four Year Plan.

There has been no change in our travel reimbursement policy for the year 2020-2021.

**Personnel Roster and Rent Allocation Schedule Adjustment:** Describe below any adjustments included in the adjustment line of the summary budgets for personnel costs, or the adjustment line of the supporting budget schedules for rental costs.

No Adjustments.

**Contractor Roster Explanation:** Explain AAA plan for determining a contractor for service provision for any entries in the Contractor Roster which are to be determined. Include information on process and timeframe.

NA



(a) The 'Total' amount (Number of hours times Hourly Rate) will be rounded to a whole dollar amount. The whole dollar amount should then be allocated to the individual funding streams. Do not use cents in any column other than the Hourly Rate.

(b) The 'Grand Total' for each program must be included on the Personnel Roster on the 'Volunteers Used as Match' line and on the Supporting Budget page, 'Matching funds' section, 'Volunteers Used as Match' line for each affected budget. These values will be automatically carried over to the appropriate pages in the web-based version. The Volunteer Services Not Used as Match will NOT be included or appear in any other section of this document.

Additional Instructions for completing Attachment F are included in the Guide for Completion.



**ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
315-798-5742 ♦ Fax: 315-798-6425

**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

**PETER M. RAYHILL**  
COUNTY ATTORNEY

October 12, 2021

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

FN 20 21 281

HEALTH & HUMAN SERVICES

WAYS & MEANS

RE: Workforce Development Contracts

Dear County Executive Picente:

Attached please find two Board Packets for Workforce Development contracts. One is for the City of Sherrill and the other is for the City of Rome. These contracts are the proposed templates for the two types of College Corps agreements: one in which the County reimburses the employer for the cost of the interns; and the other in which the County is reimbursed by the vendor for the cost of the interns.

These contracts involve the employment of Oneida County college students during the summer months. We prepare these for signature in advance of start of the employment of the students. The contracts were returned to us later than we prefer for Board approval.

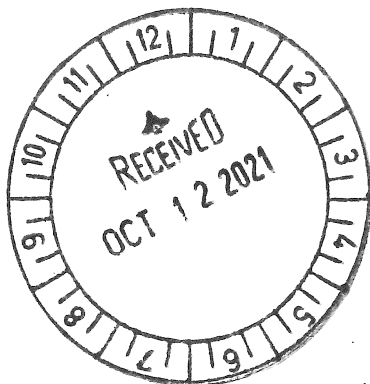
I would respectfully request that the attached contract packets be forwarded to the Board of Legislators for approval.

Thank you for your assistance in this matter.

Very truly yours,

*Peter M. Rayhill*  
Peter M. Rayhill, Esq.

PMR/rae  
Enclosures



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 10/12/21

Oneida Co. Department: Workforce Development

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** City of Rome  
198 N. Washington Street  
Rome, NY 13440

**Title of Activity or Service:** College Corps Program

**Proposed Dates of Operation:** May 1, 2021 – September 30, 2021

**Client Population/Number to be Served:** 18 interns

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** The program will provide a work experience site for eligible interns.
- 2) **Program/Service Objectives and Outcomes:** The program will assist participants in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$24,221.16

**Account # #J6363**

**Oneida County Dept. Funding Recommendation:** \$24,221.16

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% from the employer

**Cost Per Client Served:** \$1,345.62

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This program has proven to be a successful partnership between Oneida County Workforce Development and employers in helping to showcase job opportunities for college students.

**Mandated/Not Mandated:** Not mandated

Oneida Co. Department: Workforce Development

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

ONEIDA COUNTY BOARD  
OF LEGISLATORS

Name & Address of Vendor: City of Sherrill  
377 Sherrill Road  
Sherrill, NY 13461

Title of Activity or Service: College Corps Program

Proposed Dates of Operation: May 1, 2021 – September 30, 2021

Client Population/Number to be Served: 10 interns

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** The program will provide a work experience site for eligible interns.
- 2) **Program/Service Objectives and Outcomes:** The program will assist participants in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$13,456.20

**Account # #J6363**

**Oneida County Dept. Funding Recommendation:** \$13,456.20

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% from the county

**Cost Per Client Served:** \$1,345.62

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This program has proven to be a successful partnership between Oneida County Workforce Development and employers in helping to showcase job opportunities for college students.

2021 FINANCIAL AGREEMENT  
ONEIDA COUNTY COLLEGE STUDENT CORPS INTERNSHIP PROGRAM

This Agreement is entered into by and between ONEIDA COUNTY (hereinafter the "County"), a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its OFFICE OF WORKFORCE DEVELOPMENT, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, and THE CITY OF SHERILL (hereinafter the "Employer"), a local employer with its offices and principal place of business located at 377 Sherrill Rd., Sherrill NY, 13461 (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, the Oneida County Board of Legislators passed Resolution #230 on May 13, 1998 creating a job training program now known as the "Oneida County College Student Corps Internship Program" (hereinafter "Internship Program") which will provide funding to match an Oneida County-based college or trade school student with an employer in his or her field of study and offer them paid internships and mentoring; and

WHEREAS, the County has budgeted funding for the Internship Program in 2021; and

WHEREAS, the Office of Workforce Development has been designated by the County to administer the Internship Program; and

WHEREAS, the Office of Workforce Development desires to enter into this Agreement with the Employer, to allow said Employer to provide a meaningful work experience for up to TEN (10) participants in the Internship Program (hereinafter each a "Participant"); and

WHEREAS, the County agrees to reimburse the Employer a portion of the total costs related to this Agreement;

NOW THEREFORE, the Parties hereto agree to perform the terms and conditions established in this Agreement under the authority and scope of the Internship Program, as follows:

1. TERM. The Internship Program will begin as early as **May 1, 2021**, and end no later than **September 30, 2021**.

2. COSTS.

A. The Employer shall be responsible for payment of wages to each Participant.

B. Any Participant placed into an internship with the Employer pursuant to this Agreement may work a maximum of two hundred (200) total internship hours. The County shall reimburse the Employer at a rate of fifty percent (50%) the total wages and FICA taxes of the time worked, up to this maximum.



C. The County agrees to expend an amount up to, but not to exceed, thirteen thousand, four hundred fifty-six dollars and twenty cents (\$13,456.20 ) to be paid to the Employer for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary attached hereto and incorporated herein as Exhibit A.

D. After termination of this Agreement, the Employer shall submit to the County a timesheet log of all hours worked by each Participant, along with an invoice.

3. EMPLOYER RESPONSIBILITIES. The Employer shall:

A. Provide sufficient and meaningful work for each Participant in his or her field of study. The jobs shall be only those for which job descriptions have been submitted to, and approved by, the Office of Workforce Development.

B. Maintain adequate time and attendance records for each Participant assigned to the Employer. The Employer assures that the Participant will not be paid for unexcused absences or hours not worked.

C. Cooperate with the Office of Workforce Development to ensure the work experience of each Participant is in accordance with the Internship Program objectives.

D. Advise the Office of Workforce Development of any problems encountered by a Participant within twenty-four (24) hours of the occurrence.

E. Provide the Office of Workforce Development with an evaluation of each Participant and the Internship Program at the completion of this Agreement, if so requested.

F. Provide full-time mature supervision of each Participant assigned to the Employer.

G. Provide sufficient equipment and/or materials, as applicable, for each Participant to carry out work assignments.

H. Notify the Office of Workforce Development staff within twenty-four (24) hours of the occurrence of any accident involving a Participant.

I. Maintain appropriate standards for health and safety for each Participant. These standards are those referred to in the Occupational Safety and Health Act of 1970 as amended, and all New York State Labor Laws.

J. Ensure that no Participant shall be employed when any regular employee is on layoff from the same or equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a Participant.

K. Ensure that a Participant does not fill a vacant position or be used as a supplemental workforce to enhance or expand the delivery of the Employer's service.

L. Ensure that the work of each Participant is NOT primarily clerical in nature. To ensure compliance with this provision, no more than twenty percent (20%) of the total work performed by any Participant shall be clerical in nature.

M. Maintain a grievance procedure relating to the terms and conditions of employment and training available to each Participant, or the Employer may choose to utilize the grievance system established by the Office of Workforce Development.

#### 4. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

A. The Employer agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, which will insure against all claims under New York State Workers' Compensation Law. Said policy shall be written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York. The Employer shall ensure that each Participant is covered under such policy.

B. The Employer shall not allow a Participant to commence work until proof of such insurance has been provided to the County. Acceptance of the certificates shall not relieve the Employer of any of the insurance requirements, nor decrease the liability of the Employer. The County reserves the right to require the Employer to provide insurance policies for review by the County.

#### 5. INDEMNIFICATION.

A. The Employer shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, suits, claims or judgments arising, occurring or resulting from Workers' Compensation claims by a Participant.

#### 6. GENERAL PROVISIONS.

A. The Employer shall not ask for or receive monetary compensation other than that described herein.

B. The Employer assures that no Participant will be permitted to start work without prior approval from the Office of Workforce Development.

C. A vacancy due to the termination or withdrawal of a Participant from a worksite may, subject to the availability of funds, be refilled at the discretion of the Office of Workforce Development.

D. Authorized Office of Workforce Development staff, after consultation with the Employer may at agreed upon times, visit the Employer's work site to monitor the services being provided by the Employer under this Agreement. Appropriate Oneida County officials will also be afforded access.

E. A Participant may be terminated by the Employer after consultation with the Office of Workforce Development. Such a termination shall be solely based on that Participant's work performance and attitude.

F. Either the Office of Workforce Development or the Employer may terminate this Agreement upon five (5) days written notice of its intention to terminate, including a statement of specific grounds for the request for termination.

G. Except as otherwise provided by this Agreement, any dispute concerning a question of fact arising from this Agreement which is not disposed of by the mutual consent of the Parties hereto shall be decided by the Office of Workforce Development or its duly authorized agent, in accordance with its standard grievance procedure.

H. If necessary, this Agreement may be modified upon the request of either Party. Any and all modifications shall be by written amendment and signed by both Parties to this Agreement.

I. The Employer shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his/her right, title or interest therein, or his/her power to execute this Agreement, to any other person or entity without the previous consent, in writing, by the Office of Workforce Development.

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

K. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

L. This Agreement is made subject to appropriation of funds by the Oneida County Board of Legislators to the Office of Workforce Development for the Internship Program.

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

#### 7. AUTHORITY TO ACT/SIGN.

A. The Employer's signatory hereby represents, warrants, personally guarantees and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Employer. No other action on the part of the Employer or any other person or entity, are necessary to authorize the Employer's signatory to enter into this Agreement.

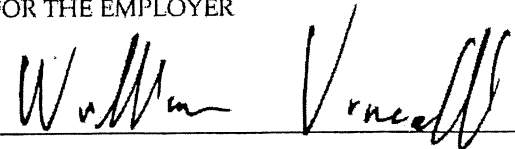
IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the Parties hereto have caused this Agreement to be executed by their duly authorized agents.

FOR ONEIDA COUNTY:

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

\_\_\_\_\_  
DATE

FOR THE EMPLOYER

  
\_\_\_\_\_  
William Vineall  
Mayor

\_\_\_\_\_  
0/26/21  
DATE

FOR OFFICE OF WORKFORCE DEVELOPMENT:

\_\_\_\_\_  
David Mathis  
Director

\_\_\_\_\_  
DATE

Approved:

\_\_\_\_\_  
Ellen S. Rayhill  
Assistant County Attorney

\_\_\_\_\_  
DATE

EXHIBIT A  
21-FIN OCIP-  
2021 FINANCIAL AGREEMENT  
EMPLOYER PAYROLL

BUDGET SUMMARY INFORMATION

I. BUDGET SUMMARY INFORMATION

|     |                                                          |             |
|-----|----------------------------------------------------------|-------------|
| I.  | TOTAL COSTS PER INTERN                                   |             |
| A.  | Wages 200 hours x \$12.50 per hour                       | \$2,500.00  |
| B.  | Fringe Benefits - FICA 7.65% x \$2,500                   | \$ 191.25   |
| C.  | TOTAL WAGES AND BENEFITS =                               | \$2,691.25  |
| II. | COUNTY COSTS PER INTERN                                  |             |
| A.  | Fifty Percent (50%) Contribution                         | \$1,345.62  |
| B.  | MAXIMUM REIMBURSEMENT PER INTERN=                        | \$1,345.62  |
|     | TOTAL DUE THE EMPLOYER FOR 10 INTERNS (10 x \$1,345.62)= | \$13,456.20 |

2021 FINANCIAL AGREEMENT  
ONEIDA COUNTY COLLEGE STUDENT CORPS INTERNSHIP PROGRAM

This Agreement is entered into by and between ONEIDA COUNTY (hereinafter the "County"), a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its OFFICE OF WORKFORCE DEVELOPMENT, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, and the CITY OF ROME (hereinafter the "Employer"), a local employer with its offices and principal place of business located at 198 North Washington Street, Rome, New York 13440 (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, the Oneida County Board of Legislators passed Resolution #230 on May 13, 1998 creating a job training program now known as the "Oneida County College Student Corps Internship Program" (hereinafter "Internship Program") which will provide funding to match an Oneida County-based college or trade school student with an employer in his or her field of study and offer him or her a paid internship and mentoring; and

WHEREAS, the County has budgeted funding for the Internship Program in 2021; and

WHEREAS, the Office of Workforce Development has been designated by the County to administer the Internship Program; and

WHEREAS, the Office of Workforce Development desires to enter into this Agreement with the Employer, to allow said Employer to provide a meaningful work experience for up to eighteen (18) participants in the Internship Program (hereinafter each a "Participant"); and

WHEREAS, the Employer agrees to reimburse the County a portion of the total costs related to this Agreement;

NOW THEREFORE, the Parties hereto agree to perform the terms and conditions established in this Agreement under the authority and scope of the Internship Program, as follows:

1. TERM. The Internship Program will begin as early as May 1, 2021, and end no later than September 30, 2021.

2. COSTS.

A. The County shall be responsible for payment of wages to each Participant.

B. Any Participant placed into an internship with the Employer pursuant to this Agreement may work a maximum of two hundred (200) total internship hours. The Employer shall reimburse the County at a rate of fifty percent (50%) the total wages and FICA taxes of the time worked, up to this maximum.

C. The Employer agrees to expend an amount up to, but not to exceed, twenty-four thousand two hundred twenty-one dollars and sixteen cents (\$24,221.16 ) to be paid to the County for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary attached hereto and incorporated herein as Exhibit A. Payment to the County shall be made on or before November 1, 2021.

3. EMPLOYER RESPONSIBILITIES. The Employer shall:

A. Provide sufficient and meaningful work for each Participant in his or her field of study. The jobs shall be only those for which job descriptions have been submitted to, and approved by, the Office of Workforce Development.

B. Maintain adequate time and attendance records for each Participant assigned to the Employer, utilizing the time sheets provided by the Office of Workforce Development. The Employer assures that the Participant will not be paid for absences or hours not worked.

C. Cooperate with the Office of Workforce Development to ensure the work experience of each Participant is in accordance with the Internship Program objectives.

D. Advise the Office of Workforce Development of any problems encountered by a Participant within twenty-four (24) hours of the occurrence.

E. Provide the Office of Workforce Development with an evaluation of each Participant and the Internship Program at the completion of this Agreement, if so requested.

F. Provide full-time mature supervision of each Participant assigned to the Employer.

G. Provide sufficient equipment and/or materials, as applicable, for each Participant to carry out work assignments.

H. Notify the Office of Workforce Development staff within twenty-four (24) hours of the occurrence of any accident involving a Participant.

I. Maintain appropriate standards for health and safety for each Participant. These standards are those referred to in the Occupational Safety and Health Act of 1970, and all New York State Labor Laws.

J. Ensure that no Participant shall be employed when any regular employee is on layoff from the same or equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a Participant.

K. Ensure that a Participant does not fill a vacant position or be used as a supplemental workforce to enhance or expand the delivery of the Employer's service.

L. Ensure that the work of each Participant is NOT primarily clerical in nature. To ensure compliance with this provision, no more than twenty percent (20%) of the total work performed by any Participant shall be clerical in nature.

M. Maintain a grievance procedure relating to the terms and conditions of employment and training available to each Participant, or the Employer may choose to utilize the grievance system established by the Office of Workforce Development.

#### 4. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

A. The Employer agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, which will insure against all claims under New York State Workers' Compensation Law. Said policy shall be written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York. The Employer shall ensure that each Participant is covered under such policy.

B. The Employer shall not allow a Participant to commence work until proof of such insurance has been provided to the County. Acceptance of the certificates shall not relieve the Employer of any of the insurance requirements, nor decrease the liability of the Employer. The County reserves the right to require the Employer to provide insurance policies for review by the County.

#### 5. INDEMNIFICATION.

A. The Employer shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, suits, claims or judgments arising, occurring or resulting from Workers' Compensation claims by a Participant.

#### 6. GENERAL PROVISIONS.

A. The Employer shall not ask for or receive monetary compensation for providing the services described herein.

B. The Employer assures that no Participant will be permitted to start work without prior approval from the Office of Workforce Development.

C. A vacancy due to the termination or withdrawal of a Participant from a worksite may, subject to the availability of funds, be refilled at the discretion of the Office of Workforce Development.

D. Authorized Office of Workforce Development staff, after consultation with the Employer may at agreed upon times, visit the Employer's work site to monitor the services being provided by the Employer under this Agreement. Appropriate Oneida County officials will also be afforded access.

E. A Participant may be terminated by the Employer after consultation with the Office of Workforce Development. Such a termination shall be solely based on that Participant's work performance and attitude.



F. Either the Office of Workforce Development or the Employer may terminate this Agreement upon five (5) days written notice of its intention to terminate, including a statement of specific grounds for the request for termination.

G. Except as otherwise provided by this Agreement, any dispute concerning a question of fact arising from this Agreement which is not disposed of by the mutual consent of the Parties hereto shall be decided by the Office of Workforce Development or its duly authorized agent, in accordance with its standard grievance procedure.

H. If necessary, this Agreement may be modified upon the request of either Party. Any and all modifications shall be by written amendment and signed by both Parties to this Agreement.

I. The Employer shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his/her right, title or interest therein, or his/her power to execute this Agreement, to any other person or entity without the previous consent, in writing, by the Office of Workforce Development.

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

K. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

L. This Agreement is made subject to appropriation of funds by the Oneida County Board of Legislators to the Office of Workforce Development for the Internship Program.

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

## 7. AUTHORITY TO ACT/SIGN.

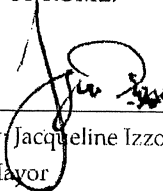
A. The Employer's signatory hereby represents, warrants, personally guarantees and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Employer where necessary. No other action on the part of the Employer or any other person or entity, are necessary to authorize the Employer's signatory to enter into this Agreement.

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.

ONEIDA COUNTY:

THE CITY OF ROME:

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

  
\_\_\_\_\_  
By: Jacqueline Izzo  
Mayor

\_\_\_\_\_  
DATE

6/15/21  
\_\_\_\_\_  
DATE

Approved:

\_\_\_\_\_  
Sarah Hughes  
Assistant County Attorney

\_\_\_\_\_  
DATE

BUDGET SUMMARY INFORMATION

|     |                                                        |             |
|-----|--------------------------------------------------------|-------------|
| I.  | TOTAL COSTS PER INTERN                                 |             |
| A.  | Wages 200 hours x \$12.50 per hour                     | \$2,500.00  |
| B.  | Fringe Benefits - FICA 7.65% x \$2,500                 | \$ 191.25   |
| C.  | TOTAL WAGES AND BENEFITS =                             | \$2,691.25  |
| II. | EMPLOYER COSTS PER INTERN                              |             |
| A.  | Fifty Percent (50%) Contribution                       | \$1,345.62  |
| B.  | MAXIMUM REIMBURSEMENT PER INTERN =                     | \$1,345.62  |
|     | TOTAL REIMBURSEMENT DUE THE COUNTY (18 x \$1,345.62) = | \$24,221.16 |



# Griffiss International Airport

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

EDWARD A. ARCURI  
Commissioner

ANTHONY J. PICENTE, JR.  
County Executive

October 13, 2021

FN 20 21-282

**AIRPORT**

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

**WAYS & MEANS**

RE: Lease Agreement - D.L.H. Properties, Inc., Hangar Space in Building 100 Dear

County Executive Picente:

Please consider acceptance of this Lease Agreement between Griffiss International Airport and D.L.H. Properties, Inc.

The lease agreement shall be for a period of one (1) year, commencing on October 1, 2021 and ending on September 30, 2022. Following the expiration of the initial term, each year for four (4) consecutive years, this Lease Agreement shall automatically renew for an additional one (1) year term. The revenue from the initial lease term shall be Eighteen Thousand Dollars. A three percent annual escalator shall apply to subsequent terms.

If you concur with this lease agreement, please sign and forward to the Board of Legislators for further consideration.

Sincerely,

Edward A. Arcuri  
Commissioner of Aviation

EAA/rae

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

Anthony J. Picente, Jr.  
County Executive

Date 10-18-21

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

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

Name & Address of Vendor: D.L.H. Properties, Inc.  
41 Church Street  
Cortland, New York 13045

Title of Activity or Service: Lease

Proposed Dates of Operation: October 1, 2021 to September 30, 2022 (Initial Term)

Client Population/Number to be Served: N/A

**Summary Statements**

1) Narrative Description of Proposed Services: This is a lease agreement for 3,659 +/- square feet of hangar space at 592 Hangar Road, Rome, New York in the building commonly referred to as Building 100. The lease has a one year initial term and automatically renews annually thereafter up four additional one-year terms, unless sooner terminated by the parties. A three percent escalator shall be applied to the annual rent for each subsequent renewal term.

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

3) Program Design and Staffing: N/A

Total Funding Requested: N/A -Revenue      Account #: A1783.13

Oneida County Dept. Funding Recommendation: \$18,000.00 in revenue for the initial term.

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

Cost Per Client Served: N/A

Past Performance Data: None

O.C. Department Staff Comments:

# Griffiss International Airport



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

ANTHONY J. PICENTE, JR.  
County Executive

EDWARD A. ARCURI  
Commissioner of Aviation

## *LEASE AGREEMENT*

This LEASE AGREEMENT (hereafter referred to as the "Lease Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and D.L.H. Properties, Inc., with its principal place of business located at 41 Church Street, Cortland, New York 13045 (hereinafter referred to as "Tenant").

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

### 1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 3,659 +/- square feet of hangar space within the building commonly referred to as Building 100, situated at 592 Hangar, Rome, New York, as more particularly shown on Exhibit "A" annexed hereto, hereinafter referred to as "Demised Premises."

b. The Demised Premises shall be used by Tenant for the purpose of operation, storage and maintenance of its aircraft.

c. Said use shall be conducted in compliance with applicable building and/or fire codes and Tenant shall comply with all the General Terms and Conditions annexed hereto as Exhibit "B." which is hereby incorporated by reference.

### 2. Term.

a. The Term of this Lease Agreement shall be for a period of one (1) year, commencing on October 1, 2021 and ending on September 30, 2022 (the "Initial Term"), unless this Lease Agreement is sooner terminated in accordance herewith by either party providing sixty (60) days advance written notice. Following the expiration of the Initial Term, each year for four (4) consecutive years this Lease Agreement shall automatically renew for an additional one (1) year term (each a successively numbered "Renewal Term"), unless Tenant shall notify the Landlord to the contrary no later than sixty (60) days prior to the commencement of any Renewal Term. Also, the Tenant hereby agrees that the rent to be charged during

such tenancy shall be increased each October 1 by adding three percent (3%) to the base rent that was in effect during the immediately preceding twelve (12) months.

b. In the event the Tenant remains in possession of the Demised Premises after the expiration of the Initial Term or any Renewal Term, as the case may be, the Tenant shall be deemed to be occupying the Demised Premises as a Tenant from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of this Lease Agreement insofar as they are applicable to a month-to-month tenancy until the Demised Premises are vacated by the Tenant or until the parties enter into a new agreement, whichever is sooner. Also, in this event, the Tenant hereby agrees that the rent to be charged during such month-to-month tenancy shall be increased each October 1 by adding three percent (3%) to the base rent that was in effect during the immediately preceding twelve (12) months.

### 3. Base Rent.

a. As and for the use of the Demised Premises, the Tenant shall pay Rent during the Initial Term of this Lease Agreement in the total sum of Eighteen Thousand and 00/100 Dollars (\$18,000.00), payable over twelve (12) equal monthly installments of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) each.

b. The Rent to be charged during the First Renewal Term would be the total sum of Eighteen Thousand Five Hundred Forty and 00/100 Dollars (\$18,540.00), payable in twelve (12) equal monthly installments of One Thousand Five Hundred Forty-five Dollars (\$1,545.00).

c. The Rent to be charged during the Second Renewal Term would be the total sum of Nineteen Thousand Ninety-Six and 20/100 Dollars (\$19,096.20), payable in twelve (12) equal monthly installments of One Thousand Five Hundred Ninety-One and 35/100 Dollars (\$1,591.35).

d. The Rent to be charged during the Third Renewal Term would be the total sum of Nineteen Thousand Six Hundred Sixty-Nine and 09/100 Dollars (\$19,669.09), payable in twelve (12) equal monthly installments of One Thousand Six Hundred Thirty-Nine and 09/100 Dollars (\$1,639.09).

e. The Rent to be charged during the Fourth Renewal Term would be the total sum of Twenty Thousand Two Hundred Fifty-Nine and 16/100 Dollars (\$20,259.16), payable in twelve (12) equal monthly installments of One Thousand Six Hundred Eighty-Eight and 26/100 Dollars (\$1,688.26).

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

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

### 4. Security Deposit.

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

### 5. Insurance and Indemnification.

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

i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$4,000,000 Annual Aggregate.

1. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each location.

2. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

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

ii. Aviation Commercial General Liability (ACGL) coverage with limits of Insurance of not less than \$10,000,000 each occurrence and \$10,000,000 Products/Completed Operations Aggregate limit.

1. Each Aircraft Limit of \$10,000,000; Each Loss Limit of \$10,000,000.

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

iii. Commercial Umbrella

1. Umbrella limits must be at least \$5,000,000.

2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

3. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

iv. Workers' Compensation and Employers Liability

1. Statutory limits apply.

b. **Waiver of Subrogation:** Tenant waives all rights against Landlord and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability and/or workers' compensation and employer's liability insurance maintained per requirements stated above.

c. **Certificates of Insurance:** Prior to occupancy the Tenant shall provide a certificate of insurance to the Landlord. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Tenant's Commercial General Liability Policy. These certificates and the insurance policies required above and annexed hereto as Exhibit "C," which is hereby incorporated by



reference, contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Landlord.

d. Indemnification:

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

ii. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant, which notice shall be accompanied by a copy of the statement of the claim. Following the notice, Landlord shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days' notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

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

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

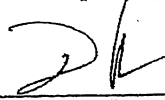
County of Oneida, Landlord

D.L.H. Properties, Inc.

By:

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

By:

  
\_\_\_\_\_  
Print Name: DANA L. HOFFMANN  
Title: PRES

Approved:

\_\_\_\_\_  
Amanda L. Cortese-Kolasz, Esq.  
Deputy County Attorney-Administration

West Hangar

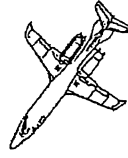
East Hangar

Hangar Doors

Observation  
Area 2 Floors

Innovare

72' x 106'



200 ft

90 FT

230 FT

267 FT

213 FT

267 FT



NOTE:  
North door height is 48 ft.

230 ft represents full unobstructed  
floor space with 48 ft ceiling clearance

NOTE: 213 Ft. represents clear unobstructed  
floor span between structures.

# HANGAR 100

## Griffiss International Airport

### KRME

## EXHIBIT B - GENERAL TERMS AND CONDITIONS

1. **Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of five percent (5%) of the amount due, in addition to any reasonable attorneys' fees, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.
2. **Proration of Rent.** In the event that the Term of this Lease Agreement begins or terminates on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Demised Premises was enjoyed by Tenant.
3. **Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 660 Hangar Road, Rome, NY 13441, or to such other place or places as Landlord may, from time to time, designate, in writing.
4. **Security Deposit.** The Security Deposit, if any, shall be returned to Tenant upon expiration or termination of this Lease Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of this Lease Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under this Lease Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within three (3) days after receipt of such demand, such failure shall constitute a material breach of the Lease Agreement.
5. **Permitted Uses; Prohibited Uses.**
  - a. The Demised Premises shall be used by the Tenant only for the purposes identified in the Lease Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Demised Premises unless otherwise approved by Landlord and the local fire marshal. Storage of non-aviation items in the Demised Premises is not allowed. Kerosene or gas-fired heaters or any type of open-flame heaters or devices are prohibited in the Demised Premises.
  - b. In that the Demised Premises are located at the Griffiss International Airport, Tenant shall not use the Demised Premises in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport (hereinafter referred to as "Airport"). Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Demised Premises are suitable for Tenant's intended use.
  - c. Tenant will not make or permit any use of the Demised Premises that would be (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or cause the Landlord to incur liability under any laws relating to the use and storage of hazardous materials.
6. **Ingress and Egress.** Tenant shall have reasonable right of ingress and egress across Landlord's adjoining property in common with others in order to obtain access to the Demised Premises. The ramp areas and taxi-lanes adjacent to the Demised Premises shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the Term of this Lease Agreement and any renewals thereof.
7. **Utilities and Services.** Landlord shall be responsible for providing all utilities and services, including without limitation, electricity, water, gas and sewer services furnished to the Demised Premises, without contribution or apportionment from the Tenant. The Landlord shall not be liable for any interruption or delay in such utility services unless such delay or interruption is caused by the Landlord's negligence or willful misconduct.
8. **Casualty.** In the event that the Demised Premises or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate, provided that the Demised Premises are not rendered

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

**9. Environmental Obligations and Indemnity.**

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

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

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

**11. Obligations of Tenant.**

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

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

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

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

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

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

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

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

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

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

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

k. **Personnel Badging Requirement.** Tenant acknowledges that any personnel employed, contracted, visiting or conducting business with the Tenant that require airport movement area access require the appropriate badging or badged escort for entry onto the movement area. Badging of personnel must be coordinated through the Oneida County Department of Aviation Administrative offices. There is a fee for the badging process, and payment of said fee is the sole responsibility of the Tenant separate and apart from payment under this Lease Agreement.

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

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

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

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

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

### 13. Reservation of Rights by Landlord.

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

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

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

### 14. Right of Access and Inspection.

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

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

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

16. **Federal Aviation Administration Requirements.** In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in this Lease Agreement as a condition precedent to (1) the granting of funds for the improvement of the Airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to this Lease Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to a reduction in size of the Demised Premises, or a change in the authorized use to which Tenant has put the Demised Premises without an adjustment in Rent.

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

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

**19. Sublease.**

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

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

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

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

**22. Alterations; Liens.**

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Demised Premises without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Demised Premises shall become Landlord's property and shall, at the election of the Landlord, remain in the Demised Premises at the expiration or termination of this Lease Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the Demised Premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the Demised Premises or any part thereof under Tenant. If any such lien is filed against the Demised Premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in procuring the release of such lien.

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

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the Demised Premises by any persons contracting with Tenant for the

destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Demised Premises. All materialmen, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Demised Premises to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

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

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

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

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

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

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

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

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

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

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

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

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

**25. Landlord's Lien.** Tenant hereby gives and grants to Landlord a lien upon, and pledges as collateral to the Landlord in case of default, all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed, or stored by Tenant at the Airport, and Tenant agrees that in the event of any failure



on the part of Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for sixty (60) days of any specified rent, Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon an indebtedness due, or damage sustained by Landlord without prejudice to further claims thereafter to arise under the terms of this Lease Agreement.

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

27. **Miscellaneous Provisions.**

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

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

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

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

e. **Severability.** In the event that any provision of this Lease Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to this Lease Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in this Lease Agreement, and all other provisions of this Lease Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from this Lease Agreement and such severance shall not invalidate any other provision of this Lease Agreement or this Lease Agreement itself.

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

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

to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

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

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

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

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

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

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



ONEIDA COUNTY  
 DEPARTMENT OF PUBLIC WORKS  
 George E. Carle Complex  
 5999 Judd Road, Oriskany, NY 13424  
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.  
 County Executive

MARK E. LARAMIE, P.E.  
 Commissioner

FN 20 21-283

October 19, 2021

**PUBLIC WORKS**

**WAYS & MEANS**

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

Dear County Executive Picente,

In response to the COVID-19 Pandemic, Oneida County was forced to make significant changes and improvements to security protocols and public access at the County Office Building in Utica. These changes have resulted in a significantly safer and more secure facility.

Long-term implementation of these changes will require an improved and expanded area for queuing and screening pedestrian traffic entering the facility. The only feasible option to provide additional space is enclosing the exterior canopy adjacent to the Park Avenue entrance. This would provide a climate controlled area for security screening that would create a secure perimeter outside of the first floor lobby.

Bonacci Architects prepared plans and specifications for the Plaza Deck renovation project, however, the project includes limited improvements to the exterior canopy. Therefore, a proposal was solicited and received from Bonacci Architects to prepare plans and specifications for enclosing the exterior canopy adjacent to the Park Avenue entrance. On August 4, 2021, the Oneida County Board of Acquisition & Contract accepted a proposal from Bonacci Architects for the aforementioned project with a lump sum fee in the amount of \$33,250.00

I recommend acceptance of said proposal with a lump sum fee in the amount of \$33,250.00. The fee summary follows.

|                                  |              |                              |
|----------------------------------|--------------|------------------------------|
| Original Fee:                    | \$110,520.00 |                              |
| Proposed Change Order No. 1 Fee: | \$33,250.00  | (Park Ave. Canopy Enclosure) |
| Revised Total Fee:               | \$143,770.00 |                              |

If you agree with this proposal, please forward Change Order No. 1 to Contract No. 86501 to the Oneida County Board of Legislators for approval.

Thank you for your consideration.

Sincerely,

Mark E. Laramie, P.E.  
 Commissioner

Enclosures

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

Anthony J. Picente, Jr.  
 County Executive

Date 10-20-21

Oneida County Department: Public Works

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

**ONEIDA COUNTY BOARD OF LEGISLATORS**

|                                        |                                                                                                                                    |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| Name of Proposing Organization:        | Bonacci Architects, PLLC<br>110 Fulton Street<br>Utica, NY 13501                                                                   |
| Title of Activity of Service:          | Professional Consulting Services<br>Oneida County Office Building Parking Garage<br>Rehabilitation<br>Park Avenue Canopy Enclosure |
| Proposed Dates of Operation:           | Start on Execution – 12/31/2022                                                                                                    |
| Client Population/Number to be Served: | N/A                                                                                                                                |

Summary Statements

1) Narrative Description of Proposed Services:

Enclosed is Change Order No. 1 to an agreement for professional consulting services with Bonacci Architects.

In response to the COVID-19 Pandemic, Oneida County was forced to make significant changes and improvements to security protocols and public access at the County Office Building in Utica. These changes have resulted in a significantly safer and more secure facility.

Long-term implementation of these changes will require an improved and expanded area for queuing and screening pedestrian traffic entering the facility. The only feasible option to provide additional space is enclosing the exterior canopy adjacent to the Park Avenue entrance. This would provide a climate controlled area for security screening that would create a secure perimeter outside of the first floor lobby.

On August 4, 2021, the Oneida County Board of Acquisition & Contract accepted a proposal from Bonacci Architects to prepare plans and specifications for the aforementioned project with a lump sum fee in the amount of \$33,250.00. The original fee was \$110,520.00, bringing the new total amount to \$143,770.00.

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

3) Program Design and Staffing: N/A

|                          |                                             |              |
|--------------------------|---------------------------------------------|--------------|
| 4)Funding                | Account #:                                  | H-454        |
|                          | Total Funding Requested:                    | \$143,770.00 |
|                          | Oneida County Dept. Funding Recommendation: | \$143,770.00 |
| Proposed Funding Sources | Federal:                                    | \$0.00       |
|                          | State:                                      | \$0.00       |
|                          | County:                                     | \$143,770.00 |
|                          | Other:                                      | \$0.00       |

Past Performance Data: N/A

O.C. Department Staff Comments: None

 **AIA** Document G802™ – 2017

**Amendment to the Professional Services Agreement**

**PROJECT:** *(name and address)*  
2019 COB Plaza Deck Reconstruction

**AGREEMENT INFORMATION:**  
Date: 2019-02-27

**AMENDMENT INFORMATION:**  
Amendment Number: 001  
Date: August 4, 2021

**OWNER:** *(name and address)*  
Oneida County  
800 Park Avenue  
Utica, NY 13501

**ARCHITECT:** *(name and address)*  
Bonacci Architects, PLLC  
110 Fulton Street  
Utica, NY 13501  
Telephone Number 315.797.8666  
Fax Number 315.735.3605

The Owner and Architect amend the Agreement as follows:

Additional services are needed to prepare plans and specifications for enclosing the exterior canopy adjacent to the Park Avenue entrance to the County Office Building. These services will be provided for a lump sum fee of \$33,250.00, in accordance with the proposal attached hereto and incorporated herein as Attachment A.

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

The maximum amount payable shall be increased from \$110,520.00 to \$143,770.00.

**Schedule Adjustment:**

There is no change in the timeline.

**SIGNATURES:**

Bonacci Architects, PLLC

**ARCHITECT** *(Firm name)*



**SIGNATURE**

David J. Bonacci, AIA  
Principal

**PRINTED NAME AND TITLE**

OCTOBER 19, 2021

**DATE**

Oneida County

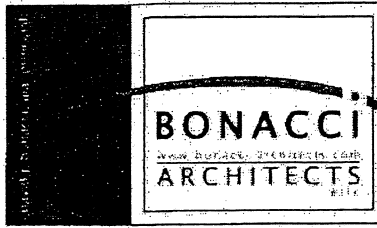
**OWNER** *(Firm name)*

**SIGNATURE**

Anthony J. Picente, Jr., Oneida  
County Executive

**PRINTED NAME AND TITLE**

**DATE**



July 9, 2021

Mr. Mark Laramie  
Oneida County Department of Public Works  
Division of Engineering  
5999 Judd Road  
Oriskany, New York 13424  
Re: Oneida County Office Building VESTIBULE  
BA 18001.02

Dear Mr. Laramie:

As requested Bonacci Architects is proposing the fee for professional services. This proposal is for the designs, bidding documents, assistance in bidding, and construction administration by Bonacci Architects, pllc and our consultants: Zangrilli Engineering, and FS Engineering, DPC. The following work at the Oneida County Office Building is included:

1. Enclosure of the six exterior columns supporting the canopy on the Park Avenue side of the Office Building that are closest to that entrance. (One pair of columns to the extreme east will remain exterior to this new enclosed and extended vestibule.
  - 1.1. Provide an aluminum and glass and panel enclosure for an extended vestibule, for enhance security equipment and personnel. The "window wall" system shall be of similar scale and weight and appearance as the existing First Floor window wall.
  - 1.2. Provide two pair of aluminum and glass doors for this vestibule enclosure. Coordinate locking system with Oneida County's contracted security system provider.
  - 1.3. Provide power and data connections for security equipment that will be provided by others.
  - 1.4. Provide a new ceiling and soffit system fitted with new lighting and new communication devices, and new fire alarm sensors and annunciators.
  - 1.5. Provide new HVAC equipment for the new vestibule.
  - 1.6. Extend the building's fire protection system into the new vestibule.

An "order of magnitude" assessment of the cost of construction is approximately \$ 350,000.

**We propose to perform the above design work within the next 18 months for a fee of \$ 33,250.**

**Thirty Three Thousand two hundred fifty dollars..**

- 3.1. This proposal does NOT include:
- 3.2. Bonacci Architects and Zangrilli Engineering expenses incurred during the investigation services performed by Murnane and Lupini Construction
- 3.3. Bonacci Architects changes to current construction contracts related to the Plaza repaving.
- 3.4. Testing for Asbestos Containing Materials
- 3.5. ACM Abatement design and project monitoring
- 3.6. Postage
- 3.7. Special Inspections and Testing required by the New York State Building Codes.
- 3.8. Construction Management Services

Yours truly,

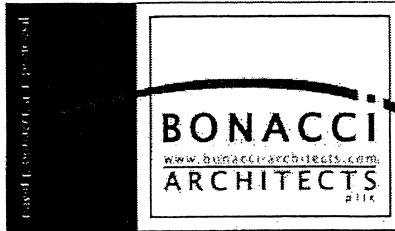
David J. Bonacci, AIA  
Bonacci Architects, pllc  
c: file, DJB, LAF

Formerly FULIGNI•FRAGOLA ARCHITECTS psc

5710 commons park drive, east syracuse, new york 13057 • V 315-437-2636 • F 315-463-8038

110 fulton street, utica, new york 13501 • V 315-797-8666 • F 315-735-3605

e-mail: studio@bonacci-architects.com



July 9, 2021

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Oneida County Department of Public Works  
Division of Engineering  
5999 Judd Road  
Oriskany, New York 13424  
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BA.18001.02

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- 3.8. Construction Management Services

Yours truly,

David J. Bonacci, AIA  
Bonacci Architects, pllc  
c: file, DJB, LAF

formerly FULIGNI•FRAGOLA/ARCHITECTS pllc

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5710 commons park drive, east syracuse, new york 13057 • V 315-437-2636 • F 315-463-8038  
110 fulton street, utica, new york 13501 • V 315-797-8666 • F 315-735-3605  
e-mail: studio@bonacci-architects.com

MINUTES  
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: August 04, 2021; 11:00 a.m.

LOCATION: VIA-teleconference  
Roll Call:

County Executive: Present  
Chairman of the Board: Present  
Commissioner of Public Works: Present

Report of Officials:

Motion to accept all items on the August 04, 2021 Board of Acquisition and Contract Agenda: Mr. Laramie

Is there a second: Mr. Fiorini

All in favor say aye: 3  
Opposed say nay: 0

1. Approval of an agreement between Oneida County and Elizabeth Wnuk to provide Civil Service examination monitoring for State and/or Decentralized exams. This agreement is effective August 1, 2021 through December 31, 2023, unless terminated by either party. The annual expenditure is anticipated to be less than \$1,000.00. Upon recommendation of Joseph Johnson and Mello Testa.
  
2. Approval of an Agreement between Oneida County and IK Systems to provide Genetec Advantage Software Support for the existing Genetec Video Surveillance System located at 660 Hangar Rd. Rome, NY 13441. The cost of this agreement is 1 year for \$4,892.28 and the current agreement is in need of renewal effective August 31, 2021. Upon recommendation of Edward Arcuri and Mello Testa.
  
3. Approval of Change Order No. 5 – Contract and Schedule Modification to O’Connell Electric Co., Inc. (Contract C-6C- Electrical and Instrumentation Construction) for the Oneida County Water Pollution Control Plant Upgrades project. Change Order No. 5 will delete \$175,000 from Bid Item C-5 (Electrical Utility Coordination) and issue as a credit. The remaining balance of \$40,534.11 will be transferred from Bid Item C-5 (Electrical Utility Coordination) to Bid Item C-4 (Contingency). Substantial Completion will change from May 2, 2020 to May 8, 2020 and Final Completion will change from July 29, 2020 to October 31, 2021. The original contract amount was \$15,550,000.00 and the proposed new contract amount is \$16,975,000.00. Upon Recommendation of Karl Schrantz, P.E.

HG-570



4. Approval of Change Order No. 3 – Contract and Schedule Modification to C.O. Falter Construction Corp. (Contract C-6A - General Construction) for the Oneida County Water Pollution Control Plant Upgrades project. Change Order No. 3 will increase Bid Item A-11 (Contingency) by the amount of \$75,000.00 to fund remaining work necessary to close out the construction contract. Funds will be provided from the credit issued under Contract C-6C. Substantial Completion will change from May 2, 2020 to June 4, 2020 and Final Completion will change from July 29, 2020 to October 29, 2021. The original contract amount was \$1,281,535.69 and the proposed new contract amount is \$1,356,535.69. Upon Recommendation of Karl Schrantz, P.E. HG-570

5. Approval of Change Order No. 3 – Contract and Schedule Modification to J.W. Danforth Company (Contract C-6B – Plumbing Construction) for the Oneida County Water Pollution Control Plant Upgrades project. Change Order No. 3 will increase Bid Item B-4 (Contingency) by the amount of \$100,000.00 to fund remaining work necessary to close out the construction contract. Funds will be provided from the credit issued under Contract C-6C. Substantial Completion will change from May 2, 2020 to June 29, 2021 and Final Completion will change from July 29, 2020 to February 1, 2022. The original contract amount was \$7,233,018.00 and the proposed new contract amount is \$7,753,908.65. Upon Recommendation of Karl Schrantz, P.E. HG-570

6. Approval of Change Order No. 1 (Final) – Project Close Out to J.W. Danforth Company (Contract C-2B: Solids Handling-HVAC Construction) for the Oneida County Water Pollution Control Plant Upgrades project. The project engineers have confirmed that J.W. Danforth will incur no further costs on this project and the project is preparing for final closeout. The Contact Price will be reduced by \$11,371.11. The original contract amount was \$1,664,000.00 and the proposed new contract amount is \$1,652,628.89. Upon Recommendation of Karl Schrantz, P.E. HG-526

7. Approval of a settlement claim with Marie Boucek, in the amount of \$2,500.00, as the County's settlement of a Charge of Discrimination filed with the Equal Employment Opportunity Commission (EEOC) in August 2020. Upon recommendation of County Attorney Peter Rayhill and Gus Boucher.

8. Approval of Change Order No. 1 in the amount of \$32,250.00 to Bonacci Architects (Contract Number 86501) to provide professional consulting services for the Park Avenue Canopy Enclosure Project. In response to the COVID-19 Pandemic, Oneida County was forced to make significant changes and improvements to security protocols and public access at the County Office Building in Utica. These changes have resulted in a significantly safer and more secure facility. Enclosing the exterior canopy adjacent to the Park Avenue entrance would provide a climate controlled area for security screening that would create a secure perimeter outside of the first floor lobby. If accepted, Change Order No. 1 will be forwarded to the Oneida County Board of Legislators for approval. Upon recommendation of Deputy Commissioner of Engineering. H-454

Acquisition and Contract

Page 3

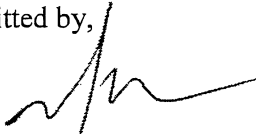
August 04, 2021

9. Acceptance of a proposal from Delta Engineers in the amount of \$6,500.00 to provide professional consulting services for Storm Damage Repairs (BIN 3310710). Recent storm events have caused minor stream alignment and sedimentation deficiencies at a bridge on Kirkland Avenue over Sherman Brook in the Town of Kirkland. Repairs will require plans, specifications, and environmental permit applications. Upon recommendation of Deputy Commissioner of Engineering. H-498

Motion to Adjourn: Mr. Laramie

Second: Mr. Fiorini

Submitted by,



Mark E. Laramie, P.E., Secretary  
Board of Acquisition and Contract





CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
BONACCI ARCHITECTS PLLC
5710 COMMONS PARK DR
EAST SYRACUSE, NY 13057
1b. Business Telephone Number of Insured
315-437-2636
1c. Federal Employer Identification Number of Insured or Social Security Number
161559996
2. Name and Address of Entity Requesting Proof of Coverage
Oneida County
800 Park Ave
Utica, New York 13501
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL556575
3c. Policy effective period
06/27/2021 to 06/26/2022

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[ ] B. Disability benefits only.
[ ] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[ ] B. Only the following class or classes of employer's employees:

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

Date Signed 9/28/2021 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

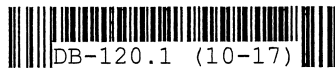
Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed \_\_\_\_\_ By \_\_\_\_\_
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

|                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b></p> <p>Bonacci Architects PLLC<br/>5710 Commons Park<br/>East Syracuse, New York 13057</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p> | <p><b>1b. Business Telephone Number of Insured</b></p> <p>315-437-2636</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b></p> <p>16-1559996</p>                                                                                                                                                                                                                     |
| <p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p> <p>Oneida County<br/>800 Park Ave<br/>Utica, New York 13501</p>                                                                                                                                     | <p><b>3a. Name of Insurance Carrier</b></p> <p>Twin City Fire Insurance Company</p> <p><b>3b. Policy Number of entity listed in box "1a"</b></p> <p>01SBABE6346</p> <p><b>3c. Policy effective period</b></p> <p>06/27/2021 to 06/27/2022</p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b></p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p> |

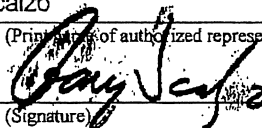
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A on the INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

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

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Gary D Scalzo  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  9/28/21  
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-792-0000

*Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.*



**ONEIDA COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
 George E. Carle Complex  
 5999 Judd Road, Oriskany, NY 13424  
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.  
 County Executive  
 MARK E. LARAMIE, P.E.  
 Commissioner

September 15, 2021

FN 20 21-284

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

Oneida County executed an Energy Performance Program in 2014 for various energy conservation measures throughout Oneida County. Included in that program was the installation of a co-generation system at the Oneida County Correctional Facility. The equipment is a combined heat and power (CHP) unit that generates electricity and hot water. At that time, NYSERDA also provided a portion of the funding.

Aegis Energy Services, Inc. installed the system and has provided system maintenance for the initial run period beginning in 2016 to the present, a timeframe of five (5) years. To ensure continued and uninterrupted services, a new service agreement is now required. The attached agreement is estimated to cost approximately \$104,720.00. The actual cost is based on run-time. Adjustments will be made quarterly.

Please consider the enclosed service maintenance agreement for the above co-generation system. If it meets with your satisfaction, please forward to the Board of Legislators for consideration and approval at their next meeting.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.  
 Commissioner



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

Anthony J. Picente, Jr.  
 County Executive

Date 9-23-21

Oneida County Department: Public Works

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

**ONEIDA COUNTY BOARD OF LEGISLATORS**

|                                        |                                                                      |
|----------------------------------------|----------------------------------------------------------------------|
| Name & Address of Vendor:              | AEGIS Energy Services, LLC<br>59 Jackson Street<br>Holyoke, MA 01040 |
| Title of Activity of Service:          | Service Maintenance Agreement                                        |
| Proposed Dates of Operation:           | Upon Execution – 12/31/2025                                          |
| Client Population/Number to be Served: | N/A                                                                  |
| Mandated or Non-mandated:              | Non-mandated                                                         |

Summary Statements

1) Narrative Description of Proposed Services:

Enclosed is a service and maintenance agreement for the co-generation system located at the Oneida County Correctional Facility. The equipment is a combined heat and power (CHP) unit that generates electricity and hot water. The attached agreement is estimated to cost approximately \$104,720.00 using the following estimate table, using a quarterly estimate of 2000 hours runtime:

| Year         | Cost/hour | Total            |
|--------------|-----------|------------------|
| 2021         | \$2.37    | \$18,960         |
| 2022         | \$2.49    | \$19,920         |
| 2023         | \$2.61    | \$20,880         |
| 2024         | \$2.74    | \$21,920         |
| 2025         | \$2.88    | \$23,040         |
| <b>TOTAL</b> |           | <b>\$104,720</b> |

The actual cost is based on realized run-time. Adjustments will be made quarterly.

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

3) Program Design and Staffing: N/A

4)Funding

|                                             |              |
|---------------------------------------------|--------------|
| Account #:                                  | A1620.493    |
| Total Funding Requested:                    | \$104,720.00 |
| Oneida County Dept. Funding Recommendation: | \$104,720.00 |

|                          |          |              |
|--------------------------|----------|--------------|
| Proposed Funding Sources | Federal: | \$ 0.00      |
|                          | State:   | \$0.00       |
|                          | County:  | \$104,720.00 |
|                          | Other:   | \$0.00       |

Past Performance Data: N/A

O.C. Department Staff Comments: None

**AEGIS ENERGY SERVICES LLC  
MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is dated as of March 8, 2021 by and between Aegis Energy Services LLC, a foreign limited liability company, with its principal offices located at 59 Jackson Street, Holyoke, Massachusetts 01040, (the "Seller") and the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York, 13501 (the "Buyer"), and relates to One (1) 75kW PowerSync (CHP Module), located at the Oneida County Correctional Facility, 6075 Judd Road, Oriskany, NY. This agreement covers the CHP Module.

**1. Term**

The maintenance period under this Agreement shall begin immediately. The duration shall be sixty (60) months.

**2. Maintenance Service Charge**

The Maintenance Service Charge ("Maintenance Service Charge") for the CHP Module during this Maintenance Agreement shall be an amount equal to a flat rate, based on the calendar year of system startup date and set according to Table B times the number of hours of operation of the CHP Module and is due and payable upon contract execution. Such rate will be in effect for said calendar year and will increase on January 1 of each year according to Table B.

Buyer will pay the maintenance service charge in advance on a quarterly basis, provided that the first payment shall be due within 30 days following the commencement of operation of the CHP Module. The amount of each quarterly payment shall be based on an assumed 2000 hours of operation by the CHP Module during the quarter. Seller will calculate an adjustment within 30 days following the end of each quarter to reflect the difference between the actual number of hours of operation during the quarter and the assumed 2000 hours of operation. Seller will credit Buyer the appropriate adjustment amount in the event that the actual operation is less than 2000 hours during the quarter. Buyer will pay Seller the appropriate additional amount in the event that the actual operation exceeds 2000 hours during the quarter.

All adjustment amounts will be invoiced on the next quarter's invoice payable within thirty days from the invoice date.

In no event shall Buyer be invoiced for fewer than 2,000 run hours annually unless the CHP Module is not available due to downtime related to maintenance on the CHP module or malfunction not caused by the Buyer.

If Buyer fails to pay any invoice over fifteen (15) days past the due date, Seller will only perform scheduled maintenance services listed in Table A, until all such invoices are paid in full. If Buyer fails to pay any invoice over thirty (30) days past the due date, Seller will suspend all maintenance services under this Maintenance Agreement until all such invoices are paid in full.

**3. Minimum Maintenance Clearance Area**

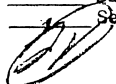
The Maintenance Service Charge above is calculated by Seller, taking into account the minimum required maintenance clearances of three (3) feet around the CHP Module and five (5) feet above the CHP Module or the current clearance conditions on site, whichever is lesser, as approved by Seller, at the time of the execution of this Agreement. Any changes to the required Minimum Maintenance Clearance Area, by Buyer, require the prior written approval of Seller, and may change the Maintenance Service Charge accordingly.

Buyer will also keep the required Minimum Maintenance Clearance Area clean and free of all debris and material. Seller will promptly notify Buyer with written notification outlining the debris and/or material found within the Minimum Maintenance Clearance Area and give Buyer fourteen (14) days to relocate such debris and/or material. Should Buyer not remove the debris and/or material, Seller will relocate the debris and/or material to an area outside of the Minimum Maintenance Clearance Area and invoice Buyer for the time required at Seller's current hourly labor rate.

**4. Access**

Buyer will allow Seller and Seller's representatives unabated, clear, and safe access to the CHP Module during regular business hours to perform scheduled and unscheduled maintenance and to make periodic inspections of the equipment. Buyer will allow Seller and Seller's representatives access to the equipment after regular business hours and during weekends and holidays to correct defects or breakdowns or to perform other unscheduled maintenance. Buyer shall also give Seller access to onsite parking and Buyer shall be responsible for all fees imposed for parking.

\_\_\_\_\_  
Buyer Init.  
\_\_\_\_\_  
Seller Init.





If applicable, Buyer will comply with all OSHA guidelines pertaining to equipment servicing on rooftop installation to insure a safe working environment and access to equipment.

5. Scheduled Maintenance

Maintenance procedures will be as listed in Table A. Seller will make every effort to meet service schedule. Seller reserves the right to modify services performed and service intervals at its discretion if technology or material improvements occur.

6. Remote Monitoring

Seller will provide best efforts to remotely monitor each CHP Module. Buyer is responsible to provide internet access, via a CAT6 cable, or current industry standard, to the cogeneration system to monitor operation of plant. Buyer will also provide Seller with a set of 5 public static IPv4 addresses assigned by an Internet Service Provider ("ISP"). Seller does not have the ability to control internet connections and/or firewalls within the facility, and as such, Seller is not responsible for internet malfunctions that could affect remote monitoring connections. Buyer will pay Seller, at Seller's current labor rate per hour service person (shop-to-shop), plus all travel expenses and materials, for any service call arising from the loss of remote monitoring.

7. Other Repair Service

Balance of plant repair, including, but not limited to heat exchangers, pumps, electrical components (circuit breakers or disconnects) will be serviced at Seller's current labor rate per hour of service person time (shop-to-shop), plus all travel expenses and materials.

Seller shall use its best efforts to repair the CHP Module; PROVIDED, however, that if such breakdown, malfunction, or failure results from any of the exclusions set forth in Section 12 of this Agreement, Buyer shall reimburse Seller for all service charges paid to repair the CHP Module at Seller's current rate per hour of service person time (shop-to-shop), plus all travel expenses and materials.

8. Rigging

The Maintenance Service Charge in Section 2 above does not apply to labor costs associated with rigging and/or hauling of large materials weighing more than fifty (50) pounds from street level to the CHP Module location. Buyer will be invoiced separately for the labor services required to move equipment from the street level to the CHP Module, including, but not limited to engines, generators, cylinder heads, exhaust gas heat exchangers, CHP control panels, and/or fiberglass covers.

9. Third Party Agreements


If Buyer requires Seller to sign any third party agreements (i.e., Compliance Depot), and if Seller accepts the terms of the agreement, Seller will invoice Buyer the costs of any fees associated with such agreement plus a one thousand dollar (\$1,000) fee paid in advance, for agreement review. This one thousand dollar (\$1,000) fee will apply every time a new third party agreement is presented or new terms to the existing third party agreement is presented.

10. Parts Replacement

Buyer agrees that upon replacement of engines, parts, lubricants, components, or other materials by Seller during the term of this Maintenance Agreement, the corresponding items shall be removed at Seller's expense and become the property of Seller.

The engine contained in the CHP Module will be overhauled or replaced as necessary to correct mechanical defects or failures of an engine. The cost of engine replacement or overhaul is included in the maintenance service charge. In the event of engine replacement, Seller may supply a similar new engine or a similar rebuilt engine.

11. Seller to Provide All Maintenance

\_\_\_\_\_  
Buyer Init.  
 Seller Init.

Buyer shall not, during the term of this Maintenance Agreement, without the prior written consent of Seller, allow any person other than Seller to perform any maintenance service, repairs, or adjustments to the CHP Module.

12. Exclusions

This Maintenance Agreement does not cover any maintenance or repair to any CHP Module or associated equipment that results in whole or in part from:

- A. Willful damage, misconduct, or negligence of Buyer, its employees, agents, or invitees;
- B. Fire, theft, or other risks now or hereafter covered by an 'all risks' policy of insurance, including extended coverage;
- C. War, riots, civil commotion, flood, storm, earthquake, or any similar event;
- D. Any alteration, addition to, substitution, or replacement of any part of the Cogeneration System or related electrical, plumbing, or gas service connection not authorized by Seller;
- E. Adjustment, maintenance service or repair to the CHP Module or related electrical or gas service connections not authorized by Seller;
- F. Any use of the CHP Module in any manner other than its designed use;
- G. Improper installation of the CHP Module by anyone other than Seller or Seller's authorized representatives;
- H. Buyer's failure to keep the CHP Module protected from the weather or elements;
- I. Buyer's failure to keep the CHP Module clean and free from debris.
- J. Buyer's failure to perform any covenant contained in this Maintenance Agreement.
- K. Buyer's use of the Emergency Stop button to shut the Cogeneration System off for any reason other than a serious and potentially dangerous situation, which requires immediate action by Buyer.

13. Notice of Malfunctions and Emergencies

Buyer shall promptly notify Seller in the event of any breakdown, malfunction or failure of any equipment or any part thereof during the term of this Maintenance Agreement.

14. Limitation of Liability

Aegis's obligation with respect to the equipment and this Agreement is limited exclusively and at Aegis's option to repair or replace defective parts and shall in no event exceed refund of the purchase price. Neither by inspection nor non-rejection, nor by giving approval or consents, nor in any other way, does Aegis give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, mains, pipes, appliances or devices owned, leased, installed or maintained by Buyer or assume any obligation as to the design, operation or maintenance of Buyer's facilities. NOTWITHSTANDING ANY CONTRARY PROVISIONS CONTAINED HEREIN IN NO EVENT SHALL AEGIS, ITS PARENT COMPANIES, AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOST REVENUE OR PROFITS, FEES OR FINES) IN CONNECTION WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF AEGIS, ITS PARENT COMPANIES, AFFILIATES OR SUPPLIERS HAVE BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY, WITH THE EXCEPTION OF INTENTIONAL MISCONDUCT.

15. Insurance

Aegis shall provide certificates of insurance, covering Contractor Liability, Workers' Compensation, and vehicle insurance upon contract execution. These coverage limits shall be in effect for the duration of this agreement.

- A. Commercial General Liability:
  - Bodily Injury & Property Damage \$1,000,000 each occurrence
  - Products & Completed Operations \$2,000,000 general aggregate
  - Personal & Advertising Injury \$2,000,000 aggregate
  - \$1,000,000 each occurrence
- B. Vehicle Liability:
  - Bodily Injury & Property Damage Combined single limit of \$1,000,000

\_\_\_\_\_  
Buyer Init.  
\_\_\_\_\_  
Seller Init.



Any change in the terms and conditions of this Maintenance Agreement must be in writing and signed by both parties.

**21. Severability**

Buyer and Seller agree that if any term or provision of this Maintenance Agreement is held by any court to be illegal or unenforceable, the remaining terms, provisions, rights and obligations shall not be affected and shall remain in full force and effect.

**22. Captions**

The captions and headings in this Maintenance Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

**23. Confidentiality**

This Agreement and all information and materials provided or disclosed by Seller to Buyer, including, without limitation any drawings, specifications, prints, or other information provided by Seller to Buyer pertaining to the CHP Module as well as the CHP System itself ("Confidential Information"), are strictly confidential. Buyer shall not, without the prior written consent of Seller, which consent shall not be unreasonably withheld, for the period of five (5) years from the date thereof, (i) use any such information for its own benefit other than in connection with the operation of the CHP System by Buyer for the purpose of producing energy or (ii) disclose to any third party any of the foregoing, provided, however, that Buyer may disclose Confidential Information to its authorized representatives, as long as such representatives are notified in advance of, and agree to be bound by, the confidentiality provisions of this agreement. The above limitations on disclosure and use of Confidential Information shall not apply to the extent that Buyer demonstrates to Seller that such information is already in Buyer's possession or is or becomes public other than through Buyer's wrongful act, or is lawfully obtained from a third party. Buyer shall impose the obligation of confidentiality contained herein in Buyer's agreements with any subsequent purchaser.

Seller acknowledges and understands that Buyer is subject to the New York State Freedom of Information Law ("FOIL"). In the event that Buyer is required to disclose records relating to the subject matter of this Agreement, as determined by Seller, Buyer shall hold Seller and its officers, directors, members, agents, employees, contractors and other representatives, harmless; provided, that Buyer shall withhold any Confidential Information it has identified as such in accordance with the Agreement from any disclosure under FOIL, except where an administrative or Court order is issued compelling disclosure.

**24. Governing Law**


This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York, or in the United States District Court for the Northern District of New York.

**25. Service of Process**

Seller expressly agrees that in the event an action is filed in a court of competent jurisdiction in Oneida County, New York, or in the United States District Court for the Northern District of New York, service of said action on the entity and address listed in Section 16, above, by registered or certified mail, return receipt requested, shall be deemed good and sufficient service.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Buyer Init.  
Seller Init.



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their fully authorized officers as of the day and year above written.

BUYER:

Oneida County

BY: \_\_\_\_\_

PRINTED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SELLER:

Aegis Energy Services LLC

BY:  \_\_\_\_\_

PRINTED: Lee Vardellas

TITLE: President

DATE: 9/15/21

 Buyer Init.  
Seller Init.

TABLE A  
SCHEDULED MAINTENANCE

| Scheduled Maintenance<br><br>Maintenance Task                | Inspect<br>Clean<br>Replace |      |      |      |      |     |     |
|--------------------------------------------------------------|-----------------------------|------|------|------|------|-----|-----|
|                                                              |                             | 2000 | 3000 | 4500 | 7000 | 10K | 30K |
| Oil Change                                                   | R                           | X    |      |      |      |     |     |
| Replace Oil filter                                           | R                           | X    |      |      |      |     |     |
| Clean/Replace all Air Inlet Screens & Filters                | C/R                         | X    |      |      |      |     |     |
| Inspect Battery & Clean Terminals                            | VC                          | X    |      |      |      |     |     |
| Check Condensate Drain Traps                                 | C                           | X    |      |      |      |     |     |
| Inspect for any oil, glycol or water leaks                   | I                           | X    |      |      |      |     |     |
| Check Microprocessor display for abnormal conditions         | I                           | X    |      |      |      |     |     |
| Review history of last alarm conditions                      | C                           | X    |      |      |      |     |     |
| Check and Adjust Air/Gas Ratio                               | I                           | X    |      |      |      |     |     |
| Clean-out all strainers                                      | C                           | X    |      |      |      |     |     |
| Inspect insulation blankets for proper installation          | I                           | X    |      |      |      |     |     |
| Inspect Coupling                                             | I                           | X    |      |      |      |     |     |
| Inspect all ventilation ductwork for condition and operation | I                           | X    |      |      |      |     |     |
| Check Vibration Mounts                                       | I                           | X    |      |      |      |     |     |
| Check all pumps for leakage and bearing noise                | I                           | X    |      |      |      |     |     |
| Check Timing and Carburetor Adjustment                       | I                           | X    |      |      |      |     |     |
| Replace Spark Plugs                                          | R                           | X    |      |      |      |     |     |
| Check heat transfer through cogen                            | I                           | X    |      |      |      |     |     |
| Check heat transfer through heat loops                       | I                           | X    |      |      |      |     |     |
| Replace Cap & Rotor                                          | R                           | X    |      |      |      |     |     |
| Check/Replace PCV Valve                                      | C/R                         | X    |      |      |      |     |     |
| Inspect and Replace Coil as needed                           | R                           | X    |      |      |      |     |     |
| Inspect and change Distributor as needed                     | R                           | X    |      |      |      |     |     |
| Inspect and change Hoses as needed                           | VR                          | X    |      |      |      |     |     |
| Check Ignition System                                        | I                           | X    |      |      |      |     |     |
| Valve Adjustment                                             | R                           |      | X    |      |      |     |     |
| Compression Test (all cylinders)                             | R                           |      | X    |      |      |     |     |
| Tighten Electric Interfaces Connections                      | I                           |      | X    |      |      |     |     |
| Crankcase Blow-by Test                                       | R                           |      |      | X    |      |     |     |
| Test Emissions                                               | I                           |      |      |      | X    |     |     |
| Replace Air Filter                                           | R                           |      |      |      | X    |     |     |
| Replace Ignition Wires (check resistance)                    | R                           |      |      |      | X    |     |     |
| Replace Coil Wire (check resistance)                         | R                           |      |      |      | X    |     |     |
| Check glycol freeze protection level                         | I                           |      |      |      | X    |     |     |
| Check and Replace Heads                                      | I                           |      |      |      |      | X   |     |
| Check and Replace Engine                                     | VR                          |      |      |      |      |     | X   |

Buyer Init.  
Seller Init.


**TABLE B**

**Maintenance Service Charge**



| Year | Rate per Run Hour |
|------|-------------------|
| 2021 | \$2.37            |
| 2022 | \$2.49            |
| 2023 | \$2.61            |
| 2024 | \$2.74            |
| 2025 | \$2.88            |

\_\_\_\_\_  
Buyer Init.  
Seller Init.



ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 16 day of September, 2021, 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. EXECUTORY 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. CERTIFICATIONS 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:

- i. 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, 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.
  - ii. 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.
  - iii. 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,
- i. 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 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 or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;

ii. 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:

i. 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 ongoing 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), above;
- D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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), above.

- ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. 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
- ii. 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:
  - i. 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;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. 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

- ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. 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
  - iii. 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 any 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida; and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

# LLC CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, a \_\_\_\_\_ of  
(Name) (Specify Member or Manager)

\_\_\_\_\_ LLC, a limited liability company organized  
(Name of Company)

and existing under the laws of the State of \_\_\_\_\_, (the

“Company”), hereby certify: (i) that \_\_\_\_\_ LLC is run by  
(Name of Company)

\_\_\_\_\_ ; (ii) that \_\_\_\_\_  
(Specify if run by its Members or a Manager) (Name of signer of contract documents)

is a \_\_\_\_\_ of \_\_\_\_\_ LLC; and (iii)  
(Specify Member or Manager) (Name of Company)

that as such, \_\_\_\_\_, pursuant to the articles of

organization and the operating agreement is empowered and authorized, on behalf of the

Company, to execute and deliver contracts and amendments thereto, and all documents

required therewith and associated with such contracts and amendments.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature and the seal of  
the LLC this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[or, if the LLC has no seal]

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_. The LLC has no seal.

*If the LLC has a seal, place it here*

\_\_\_\_\_  
Print Name:  
Its: Member / Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/23/2021

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 have ADDITIONAL INSURED provisions or 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).

|                                                                                                                                  |                                                                                                                                                                             |                        |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>PRODUCER</b><br>Willis Towers Watson Northeast, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT NAME:</b> David O'Leary<br><b>PHONE (A/C, No, Ext):</b> 1-877-945-7378<br><b>FAX (A/C, No):</b> 1-888-467-2378<br><b>E-MAIL ADDRESS:</b> certificates@willis.com |                        |
|                                                                                                                                  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                        |                        |
| <b>INSURED</b><br>Aegis Energy Services LLC<br>59 Jackson St<br>Holyoke, MA 01040                                                | <b>INSURER A:</b> Zurich American Insurance Company                                                                                                                         | <b>NAIC #</b><br>16535 |
|                                                                                                                                  | <b>INSURER B:</b> American Guarantee and Liability Insurance                                                                                                                | <b>NAIC #</b><br>26247 |
|                                                                                                                                  | <b>INSURER C:</b>                                                                                                                                                           |                        |
|                                                                                                                                  | <b>INSURER D:</b>                                                                                                                                                           |                        |
|                                                                                                                                  | <b>INSURER E:</b>                                                                                                                                                           |                        |
|                                                                                                                                  | <b>INSURER F:</b>                                                                                                                                                           |                        |

### COVERAGES

CERTIFICATE NUMBER: W22217035

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 INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GLO-4443746-01 | 06/30/2021              | 06/30/2022              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                               |           |          | BAP-4443747-01 | 06/30/2021              | 06/30/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                        |           |          | AUC-4334449-01 | 06/30/2021              | 06/30/2022              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000                                                                                                                                                                                    |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              |           | N/A      | WC-4443745-02  | 06/30/2021              | 06/30/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Each party is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability.

Waiver of Subrogation applies in favor of Other party with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law.

### CERTIFICATE HOLDER

### CANCELLATION

|                                                                                                                      |                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Oneida County<br>Department of Public Works<br>Division of Buildings & Grounds<br>800 Park Avenue<br>Utica, NY 13501 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                                      | AUTHORIZED REPRESENTATIVE<br>                                              |





**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  
**Karl E. Schrantz, P.E.**  
Commissioner

October 7, 2021

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

FN 20 21-125

**PUBLIC WORKS**

Re: NYSDEC Consent Order R620060823-67  
Modification No. 2

**WAYS & MEANS**

Dear County Executive Picente:

The Department of Water Quality and Water Pollution Control, with the assistance of the Law Department, has been in discussion with the New York State Department of Environmental Conservation regarding the current Consent Order compliance deadline of December 31, 2021. Per our June 16, 2021 letter to NYSDEC Regional Director Randall Young (attached), we referenced program scheduling impacts due to the COVID-19 pandemic, numerous flooding events, and delays in completion of the new Sauquoit Creek Force Main construction due to unforeseen soil conditions. A request for a one (1) year extension to the compliance date was requested.

On Wednesday, October 6, a proposed modification to the Consent Order was transmitted by NYSDEC which grants our request for an extension of the compliance date to December 31, 2022, including an extension of the interim construction phase discharge limits.

NYSDEC has requested that the proposed Consent Order modification be executed and returned by Oneida County as soon as possible in order for the document to be processed by the state prior to the end of 2021. I respectfully request that this matter be considered by the Board of Legislators at their next regularly scheduled meeting. I am available to answer any questions that you or the Board may have.

Thank you for your consideration in this matter.

Sincerely

Karl E. Schrantz, PE  
Commissioner

Attachment: Proposed Consent Order – Modification No. 2

cc: Peter Rayhill, Esq. – County Attorney  
Robert Pronteau, Esq. – Assistant County Attorney

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

Anthony J. Picente, Jr.  
County Executive

Date 10-21-21

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

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** New York State Department of Environmental Conservation

**Title of Activity or Service:** Consent Order R620060823-67 Modification No. 2

**Proposed Dates of Operation:** Thru December 31, 2022

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

- 1) Narrative Description of Proposed Services: Proposed time extension for the compliance date of the current NYSDEC Consent Order from December 31, 2021 to December 31, 2022. The time extension is intended to address project delays caused by the COVID-19 pandemic plus unforeseen conditions related to Sauquoit Creek Force Main project.
- 2) Program/Service Objectives and Outcomes: meet the compliance date requirements for the NYSDEC Consent Order.
- 3) Program Design and Staffing: N/A

**Total Funding Requested:** \$0.00                      **Account #:** N/A

**Oneida County Dept. Funding Recommendation:** \$0.00

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

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

**Mandated / Not Mandated:** Mandated by Consent Order R6-20060823-67-M2

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** The Department recommends the execution of this proposed Consent Order modification.

**STATE OF NEW YORK  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**ORDER ON CONSENT  
SECOND MODIFICATION**

In the Matter of Violations of Article 17 of the Environmental Conservation Law and of Part 750 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York occurring in the Town of Whitestown by:

**Case Number:  
R6-20060823-67-M2**

**Oneida County,**

Respondent.

---

**WHEREAS:**

1. On July 11, 2007, the New York State Department of Environmental Conservation ("Department") and the County of Oneida ("Respondent") entered into an administrative Order on Consent (R6-20060823-67) ("2007 Order") to address violations of their State Pollutant Discharge Elimination System ("SPDES") Permit Number NY-0025780 ("Permit"), Environmental Conservation Law ("ECL") Section 17-0803 and Section 17-0509, and Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York ("6 NYCRR") Section 750-2.1 and Section 750-2.9 at the Oneida County Water Pollution Control Plant ("WPCP" or "Facility"). Specifically, the 2007 Order required Respondent to upgrade the Sauquoit Creek Pump Station and the WPCP to eliminate sewage overflows into the Mohawk River. The 2007 Order required Respondent to complete the upgrades by October 31, 2014.
2. On December 12, 2011, the parties entered into a Consent Order (R6-20060823-67) ("2011 Order") which superseded and replaced, in its entirety, the 2007 Order except for the following documents, reports and their respective applicable correspondence which were developed pursuant to the 2007 Order:
  - a. Flow Management Plan and Wet Weather Operating Plan - Received December 10, 2007;
  - b. Oneida County Sewer District ("OCSD") Sewer Overflow Response Plan – Received October 30, 2007, implemented April 1, 2008 - The measures set forth

in this Plan will continue to be implemented until the discharges from the Sauquoit Creek Pump Station are brought into compliance;

- c. OCSD Inflow/Infiltration Offset Plan dated January 4, 2008, as revised September 23, 2008;
  - d. Supplemental Report – Re-evaluation of Temporary Treatment Alternatives for the Sauquoit Creek Pumping Station Bypass – Received December 24, 2010;
  - e. OCSD Sauquoit Creek Pumping Station Sanitary Sewer Overflow Mitigation Plan – Received July 7, 2010; and
  - f. OCSD December 23, 2010 response to the Department's October 27, 2010 comments on the Sauquoit Creek Pumping Station Sewer Overflow Mitigation Plan.
3. The practices, schedules, and other requirements set forth in these reports and submittals listed in Paragraph 2, above, as may be amended from time to time with the approval of the Department shall remain in full force and effect, unless they are inconsistent with the requirements of Schedule A attached hereto, and in such case, Schedule A shall control.
  4. Should any future reports or facility repairs and upgrades necessitate changes to the documents listed in Paragraph 2, above, any modifications to said documents may be initiated by the Department or Respondent. Any modification approved by both parties will become an enforceable component of this Order.
  5. The 2011 Order extended the completion date of the required upgrades to December 31, 2021, based on an engineering study claiming the upgrades could not be completed earlier.
  6. On June 28, 2018, the parties entered into a Consent Order (R6-20060823-67-M1) ("2018 Consent Order First Modification") which, *inter alia*, approved Respondent's request for interim effluent limits for Influent Flow, Biological Oxygen Demand ("BOD<sub>5</sub>"), Total Suspended Solids ("TSS") and Nitrogen during Respondent's construction of the Facility's upgrades which was to be completed by December 31, 2021.
  7. On April 1, 2019, the Department issued the most recent SPDES Permit for the Facility with an Effective Date of April 1, 2019 and an Expiration Date of March 31, 2024.

8. By letter dated June 16, 2021, Respondent requested an extension of the compliance date for completion of the Facility's upgrades to December 31, 2022 citing four (4) flooding events resulting from project delays in conjunction with logistical difficulties and material delays associated with the COVID-19 pandemic.

Based upon Respondent's correspondence, the Department, after due consideration having been had thereon, believes that this Consent Order Second Modification will be advantageous to the State.

**NOW, THEREFORE,** having considered this matter, and being duly advised, **IT IS ORDERED THAT:**

**I. MODIFICATIONS TO THE 2018 CONSENT ORDER FIRST MODIFICATION**

Pursuant to Paragraphs XII and XIV of the 2011 Order, Respondent is bound by and agrees to follow and comply with the terms, provisions, and requirements set forth in this 2021 Consent Order Second Modification. Upon the effective date of this 2021 Consent Order Second Modification, it is hereby incorporated into and made an enforceable part of the 2011 Order and 2018 Consent Order First Modification. Except as stated herein, all terms and conditions of the 2011 Order and the 2018 Consent Order First Modification remain in effect.

**II. COMPLIANCE**

Respondent shall comply with the provisions, terms, and conditions set forth in this 2021 Consent Order Second Modification as modified by the attached Appendix A, the Schedule for Compliance, which is incorporated into and made a part of this 2021 Consent Order Second Modification. Respondent's failure to comply with any provision of the 2021 Consent Order Second Modification or the 2018 Consent Order First Modification or the

2011 Order shall constitute a default and a violation of said order(s), and upon such default and violation, the Department's right to pursue all claims and remedies administratively, at law, or in equity shall not be affected by anything contained in said order(s).

## **GENERAL PROVISIONS**

### **III. FORCE MAJEURE**

If Respondent cannot comply with a deadline or requirement of this Order because of natural disaster, Federal or State declared national or state emergency based on an epidemic or pandemic, act of God, war, terrorist attack, strike, riot, judicial injunction, or other, similar unforeseeable event which was not caused by the negligence or willful misconduct of Respondent and which could not have been avoided by Respondent through the exercise of due care, Respondent shall apply in writing to the Department within a reasonable time after obtaining knowledge of such fact and request an extension or modification of the deadline or requirement. Respondent shall include in such application the measures taken by Respondent to prevent and/or minimize any delays. Failure to give such notice constitutes a waiver of any claim that a delay is not subject to penalties.

### **IV. MODIFICATION**

No change in this Order shall be made or become effective except as specifically set forth by written order of the Commissioner, being made either upon written application of Respondent, or upon the Commissioner's own findings after notice and opportunity to be heard have been given to Respondent. Respondent shall have the burden of proving entitlement to any modification requested pursuant to this Standard Provision or the "Force

Majeure" provision, supra. Respondent's request for modification shall not be unreasonably denied by the Department, which may impose such additional conditions upon Respondent as the Department deems appropriate.

**V. EFFECTIVE DATE**

The Effective Date of this 2021 Consent Order Second Modification is the date it is signed and "so ordered" by the Commissioner of the Department or his designee. The parties hereto consent to entry of the second modification without further notice.

Dated: Watertown, New York

\_\_\_\_\_, 20\_\_

BASIL SEGGOS, COMMISSIONER  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: \_\_\_\_\_  
Randall C. Young  
Regional Director  
Region 6





**APPENDIX A – SCHEDULE FOR COMPLIANCE**

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**Respondent: Oneida County WPCP- SPDES No. NY0025780**

**Case No. R6-20060823-67-M2**

1. Respondent must complete the upgrades to the Facility in substantial conformance with the approved engineering report and the approved plans and specifications by December 31, 2022.
2. Respondent shall comply with the following Interim Limits from the Effective Date of this 2021 Consent Order Second Modification until the completion date of December 31, 2022.

| <b>OUTFALL</b> | <b>LIMITATIONS APPLY:</b>     | <b>RECEIVING WATER</b> | <b>EXPIRATION DATE</b> |
|----------------|-------------------------------|------------------------|------------------------|
| 001            | Year Round (unless specified) | Mohawk River           | 12/31/2022             |

**INTERIM EFFLUENT LIMITS**

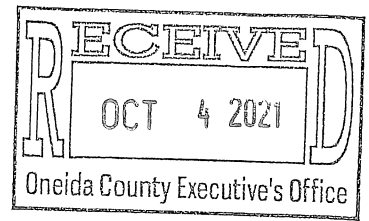
| PARAMETER               | Effluent Limit |         |       |       |       | Monitoring Requirements |              |          |      | FN    |
|-------------------------|----------------|---------|-------|-------|-------|-------------------------|--------------|----------|------|-------|
|                         | Type           | Limit   | Units | Limit | Units | Sample Frequency        | Sample Type  | Location |      |       |
|                         |                |         |       |       |       |                         |              | Inf      | Eff. |       |
| FLOW                    | Daily Max.     | Monitor | MGD   |       |       | Continuous              | Meter        | X        |      | 3     |
| BOD <sub>5</sub>        | 30-Day Avg.    | 40      | mg/L  |       |       | Daily                   | 24-hr. Comp. | X        | X    | 1, 2a |
| BOD <sub>5</sub>        | 7-Day Avg.     | 60      | mg/L  |       |       | Daily                   | 24-hr. Comp. | X        | X    | 2a    |
| Solids, suspended (TSS) | 30-Day Avg.    | 40      | mg/L  |       |       | Daily                   | 24-hr. Comp. | X        | X    | 1, 2a |
| Solids, suspended (TSS) | 7-Day Avg.     | 60      | mg/L  |       |       | Daily                   | 24-hr. Comp. | X        | X    | 2a    |

|                                                          |               |         |      |         |       |       |                 |   |   |    |
|----------------------------------------------------------|---------------|---------|------|---------|-------|-------|-----------------|---|---|----|
| Nitrogen, total Kjeldahl (as N)<br>June 1-<br>October 31 | Daily<br>Max. | Monitor | mg/L | Monitor | lbs/d | Daily | 24-hr.<br>Comp. | X | X | 2a |
|----------------------------------------------------------|---------------|---------|------|---------|-------|-------|-----------------|---|---|----|

**FOOTNOTES:**

1. **Removal Rates** – Effluent shall not exceed 35% and 35% of influent concentration values for BOD<sub>5</sub> and TSS, respectively.
2. **Composite Sampling:**
  - a. Composite samples shall be composed of a minimum of 6 grab samples collected over the specified collection period, either at a constant sample volume for a constant flow interval or at a flow-proportional sample volume for a constant time interval.
3. **Wet Weather Flows** – During the effective period of these interim limits, the minimum flow through the secondary treatment works during wet weather shall be 48 MGD.
4. **Interim Limits** – The limits set forth herein supersede ONLY the following limits in SPDES Permit No. NY0025780. All other effluent limitations remain in full effect.
  - a. Minimum wet weather flow through secondary treatment of 53 MGD;
  - b. 30-Day Average BOD<sub>5</sub> and TSS of 30 mg/L;
  - c. 7-Day Average BOD<sub>5</sub> and TSS of 45 mg/L;
  - d. Daily Maximum TKN (June 1 – October 31) of 1120 lbs/d.

**ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY  
Scott D. McNamara  
DISTRICT ATTORNEY**



**Michael A. Coluzza**  
Chief Assistant District Attorney

**Grant J. Garramone**  
Executive Administrative Assistant

Laurie Lisi  
Steven G. Cox  
Todd C. Carville  
Michael R. Nolan  
Steven P. Feiner  
Sarah F. DeMellier  
Luke C. Davignon  
William J. Barry, III  
Stephanie N. Singe  
Paul S. Kelly  
Travis J. Yoxall

FN 20 21 - 286

**PUBLIC SAFETY**

**WAYS & MEANS**

Maria Murad Blais  
Rebecca G. Kelleher  
Kimberly R. Sudakow  
Evan A. Esswein  
Erin E. Donovan  
Sara D. Lupi  
Jennifer M. Scholl  
Angelo J. Partipelo  
Michael A. LaBella  
Amanda M. Tucciarone

September 30, 2021

County Executive Anthony Picente  
800 Park Ave., 10<sup>th</sup> Floor  
Utica, NY 13501

Dear County Executive,

I respectfully request that the Centralized Arraignment Part (CAP) Court stipend paid to my Assistant District Attorneys increase from \$100 to \$200. Currently, the CAP Court is a personal appearance court that requires my assistants to travel to the County Jail and be present at the court for the four (4) hour shift. This requirement can be in addition to their normal working shift. When the CAP court stipend was originally set, my assistants were "on call" and did not need to be present for four hours at the court. With the current requirement that my office be present at the court, the current rate is not consistent with the rate of pay my assistants receive.

I have drafted the policy below regarding the CAP court stipend. As you can see, I am making flex time an option however, with our current workload; flextime might not be realistic in all situations. In addition, I currently have an assistant assigned to this court. His work schedule is Wednesday thru Sunday. Thus, this stipend will only be applicable on Mondays, Tuesdays and other days when the assigned ADA is off. The ADA assigned to CAP court is not eligible for the stipend. Assuming no ADA covering CAP court was to select "flex time". The total cost would be approximately \$25,000. Under the old system, the cost was \$36,500.

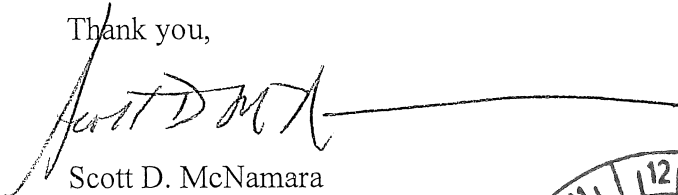
Policy: Compensation for CAP Court in Person Coverage

For any Assistant District Attorney whose primary assignment is not Centralized Arraignment Part (CAP) Court, and who is required to cover in person CAP Court; such ADA shall choose one of the two following options:

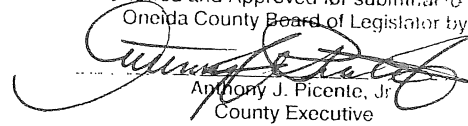
1. **Flex Time** - the Assistant District Attorney may flex up to the full four (4) hours session of CAP Court in the same workweek in which the CAP coverage took place. The manner in which the four (4) hours is flexed in that week is at the discretion of the District Attorney.
2. **Monetary Stipend** – the Assistant District Attorney may, as an alternative to using flextime, be compensated in the amount of two-hundred (\$200.00) dollars for each four hour C.A.P. Court session.

Assistant District Attorneys shall select one of these two option. If an ADA elects to “Flex” then (s)he is not eligible for the monetary stipend. Such selection shall be properly noted on such ADA’s time sheet.

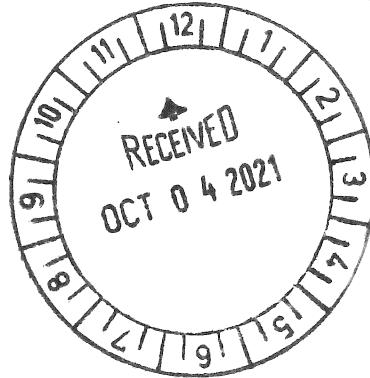
Thank you,

  
Scott D. McNamara

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

  
Anthony J. Picente, Jr.  
County Executive

Date 10-4-21





Undersheriff Joseph Lisi  
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

October 5, 2021

FN 20 21287

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

Due to the increased recruiting effort currently taking place for the Oneida County Sheriff's Office, there is a need for additional funds for pre-employment physicals, drug testing, polygraphs and psychological testing, account #A351.4951 (Other Expenses). These additional funds would be supported by unanticipated revenue in A2717 (Telephone Commissions).

Therefore, I respectfully request the following 2021 supplemental appropriation be considered at the next Board of Legislator's Meeting.

To Account: A3151.4951 Other Expenses \$35,000

Supported by Unanticipated Revenue in:

From Account: A2717 Telephone Commissions \$35,000

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,

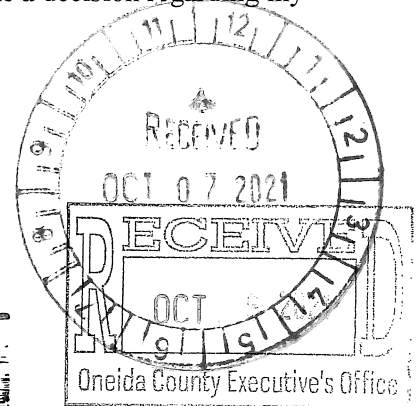
Robert M. Maciol, Sheriff

Cc: Tom Keeler, Budget Director

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

Anthony J. Picente, Jr.  
County Executive

Date 10-7-21



Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Lisa Zurek



Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

October 6, 2021

FN 20 27-288

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

There have been unanticipated expenses for Covid-19 testing and pharmacy contract overage charges. Therefore, there is a need for additional funds for the account #A3150.197 (Inmate Medical Services). These additional funds would be supported by unanticipated revenue in A2266 (Reimb State Prisoners).

Therefore, I respectfully request the following 2021 supplemental appropriation be considered:

To Account: A3150.197 Medical Services \$220,000

Supported by Unanticipated Revenue in:

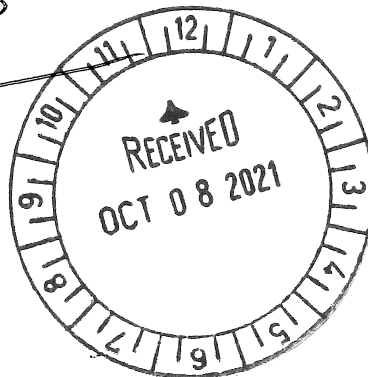
From Account: A2266 Reimb State Prisoners-Jail \$220,000

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

Cc: Tom Keeler, Budget Director



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

Anthony J. Picente, Jr.  
County Executive

Date 10-8-21

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Lisa Zurek



Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

September 17, 2021

FN 20 21-289

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

There is a need for additional funds for the account #A3110.451 (Automotive Supplies). These additional funds would be supported by unanticipated revenue in A2717 (Telephone Commissions).

Therefore, I respectfully request the following 2021 supplemental appropriation be considered:

To Account: A3110.451 Automotive Supplies \$40,000

Supported by Unanticipated Revenue in:

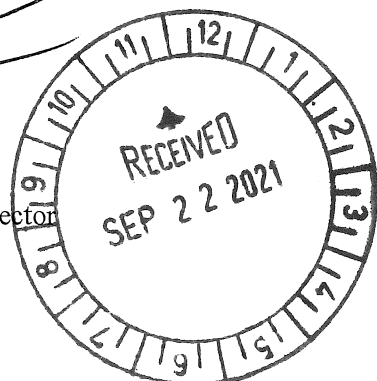
From Account: A2717 Telephone Commissions \$40,000

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

Cc: Tom Keeler, Budget Director



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 9-22-21

**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





Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

October 18, 2021

FN 20 21-240

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office is requesting approval of an Agreement with Utica City School District for the 2021-2022 school year. This Agreement is for twenty (20) part-time Special Patrol Officers (SPOs) to be utilized within the Utica School facilities to increase law enforcement presence, to decrease the number of incidents at the school, and to ensure building safety and security measures are in place and are followed by students, staff, parents and other visitors. The total amount of this Agreement will be approximately \$434,232.00, based upon the District's proposed usage of 20 part-time Special Patrol Officers for a period of 37 weeks with 400 maximum person-hours per week total. The current hourly rate, including benefits, is set at \$29.34. The district will be responsible for 50% of the costs.

This agreement is proposed as the template for the remaining school districts which reimburse the County at a rate of fifty percent. These districts include Adirondack, Remsen, Vernon-Verona-Sherrill and Oneida Herkimer BOCES, the total costs which will vary according to the number of officers assigned to each district. I respectfully request that if the same meets with your approval, that you forward it to the Board of Legislators for their consideration.

Thank you for your continued support.

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 10-19-21



**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 Co. Department: Sheriff's Office

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

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Name & Address of Vendor: Utica City School District  
106 Memorial Parkway  
Utica, NY 13501

Title of Activity or Service: Special Patrol Officer Initiative

Proposed Dates of Operation: September 1, 2021- August 31, 2022

Client Population/Number to be Served: Members of the Utica City School District

**Summary Statements**

1) **Narrative Description of Proposed Services:** Use of Special Patrol Officers at the Utica City School District buildings. Hiring 20 part-time Special Patrol Officers to ensure that the buildings safety and security measures are in place and being followed by students, staff, parents and other visitors to the buildings.

2) **Program/Service Objectives and Outcomes:** Give students role models that guide them toward community activities that prevent delinquency; develop crime prevention programs; training in conflict resolution, restorative justice, crime awareness and anger management; provide security to all students and staff.

3) **Program Design and Staffing:** 20 part-time SPO's during the 2021-2022 school year.

**Total Funding Requested:** \$434,232.00

**Account #** A2735.1 (Revenue)  
A3121 (expense)

Maximum number of person-hours shall not exceed four hundred per week, distributed among 20 SPOs. The hourly rate, including benefits is \$29.34.

50% reimbursed by the school.

**Oneida County Dept. Funding Recommendation:** \$217,116.00

**Proposed funding sources (Federal\$/State\$/County\$):** Utica Schools will reimburse 50% of the costs.

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Utica Schools will reimburse the Sheriff's Office for 50% of the cost of the part-time Special Patrol Officers. These 20 SPOs will rotate at the Utica City School buildings.

**SCHOOL DISTRICT SPECIAL PATROL OFFICER AGREEMENT  
BETWEEN  
ONEIDA COUNTY, through the ONEIDA COUNTY SHERIFF'S OFFICE,  
and  
the UTICA CITY SCHOOL DISTRICT**

THIS AGREEMENT, made and entered into, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424, hereinafter referred to as the "OCSO," and the Utica City School District, a political subdivision of the State of New York, with its principal offices located at 106 Memorial Parkway, Utica, New York 13501, hereinafter referred to as the "District" (each individually referred to as a "Party" and collectively referred to as the "Parties").

**WITNESSETH**

WHEREAS, the District has a need for an intensive and coordinated approach to creating a safe and secure setting for the educational process to take place; and

WHEREAS, the District desires to engage the services of safety officers, known as Special Patrol Officers ("SPOs"), to provide a uniformed presence in the designated schools as a deterrent to criminal behavior on the school campus, and to promote a greater sense of safety and security within the school environment; and

WHEREAS, the OCSO is desirous of providing personnel to the District's Special Patrol Officer Initiative to be utilized as SPOs at the times and places hereinafter indicated; and

WHEREAS, the County, through the OCSO, and the District agree that the Parties' goals are the following:

1. To establish a staff of part-time SPOs consisting of experienced and trained retired law enforcement officers, as prescribed in NYS General Municipal Law Section 209-v, to perform the duties of a County Special Patrol Officer, which is detailed in the attached Exhibit A- Job Specification of Special Patrol Officer and made a part hereof;
2. To increase the physical law enforcement presence within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To ensure that the facilities' safety and security measures in place are being followed by students, staff, parents, and other visitors within the District; and

WHEREAS, the County, through the OCSO, and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said SPOs in the District;

NOW THEREFORE, in exchange for the consideration hereinafter stated, the OCSO, the County, and the District agree as follows:

1. **Assignment of the SPOs.** The OCSO shall assign twenty (20) uniformed officers as SPOs to serve in the District according to a schedule established by mutual agreement between the OCSO and the District. The aggregate number of hours that SPOs are assigned to the District shall not exceed a total of 400 hours per week. The OCSO will schedule SPOs to be on site at District campuses when requested by the District during the Term of this Agreement (as defined below in Section 2). The OCSO will provide substitute coverage when the designated SPOs are absent. The SPOs will wear the uniforms issued by OCSO, including a firearm and all other equipment authorized and issued by the OCSO, when acting in the capacity of an SPO at the District.

2. **Term of Agreement.** The Term of this Agreement begins on September 1, 2021 and expires on August 31, 2022, without notice, unless terminated earlier as provided in this Agreement (the "Term").

3. **Compensation.**

- a. **Basic Payment.** The County agrees to pay the SPO's current hourly rate of \$26.50 per hour and employment benefits in accordance with the applicable salary schedules or allocations, rules, policies and employment practices of the County, subject to reimbursement by the District as detailed herein.
- b. The current hourly rate due from the District to the County, which includes all wages and benefits is \$29.34 per hour.
- c. The Parties agree that the County will pay fifty percent (50%) of the costs of the SPOs through the Community Safety Initiative while the District is providing in-person class instruction to students present in the classroom, and the District shall pay to the County fifty percent (50%) of costs incurred by the OCSO during the Term of this Agreement for all hours worked by the SPOs during the school day, to include payroll taxes and all other associated costs, such as, but not limited to, Disability Insurance and Workers' Compensation Insurance. The District also agrees to pay the County for fifty percent (50%) of hours spent by the SPOs undergoing mandatory training to maintain eligibility as SPOs.
  - i. The Parties agree that the County will not be responsible for the fifty percent (50%) payment if the District does not have students present at full capacity in accordance with their standard scheduled in-person school day (as defined in the "District's Reopening Plan") as may occur as a result of the COVID-19 pandemic and its aftermath. Circumstances in which the County will not be responsible for the fifty percent (50%) payment may include, but not be limited to, make-up classes, individual testing, one-on-one learning, tutoring, etc.

- ii. In the event the District is not providing in-person class instruction and students are not present in District buildings at full capacity, and the District desires to have SPOs present, the OCSO will provide such requested SPOs, provided that one hundred percent (100%) of the costs of such SPOs shall be the responsibility of the District. The County will not provide the fifty percent (50%) assistance if there are not students receiving in-person classroom instruction at the District.
- d. The County shall provide the District with notice of any new rates of pay and/or fringe benefits within ten (10) days of a change in pay rates by resolution of the County Board of Legislators. The new pay rates shall become effective upon the date specified by the County Board of Legislators. The estimated pay rates for compensation under this Agreement shall be adjusted, and the actual pay rates reconciled with payments made as of the effective date of the pay rate change, and the Parties acknowledge that any future resolution of the County Board of Legislators changing the pay rates could include retroactive increases to the pay rates for which the District will be responsible, and that the same may be ratified after the expiration of this Agreement. In the event that such reconciliation results in a credit to the District, it shall be applied to offset subsequent payments due, and if such adjustment results in an amount due the County, it shall be included in the next payment or paid within thirty (30) days of receipt of a demand by the County with itemized billing if the increase is ratified after the expiration of this Agreement.
- e. Any time spent by SPOs that is not related to the interests of the District will not be charged to the District.
- f. Incidental and Unrelated Costs. Incidental costs, such as ongoing training costs, shall be covered by the County. Any time spent by the SPOs that is not related to the interest of the District will not be considered time worked for the District, and shall not be reimbursed by the District.
- g. Additional Hours. Should the District, upon request of the principal or designee, wish to have any SPO be present at times over and above the regular school day hours agreed upon by the Parties, the District will be billed based on the applicable hourly rate at the time. The District shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly. The District must schedule these additional hours with the OCSO Deputy Sheriff Patrol – Sergeant at least one week prior to the need for these additional hours.
- h. Travel Costs. In the event the SPOs incur travel costs between District facilities during the school day, the District shall reimburse the OCSO at the IRS standard mileage rate at the time of travel upon receipt of an invoice. Travel costs shall be paid in accordance with (h) below.
- i. Billing & Payment. The OCSO shall submit an invoice for payment of the Agreement fee to the District on a bi-weekly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the County the sum due in each invoice within thirty (30) days of receipt of the same.

4. **Supervision of the SPOs.** The OCSO agrees to have a designated Deputy Sheriff Patrol - Sergeant responsible for supervising SPOs to facilitate scheduling, cover absences, and/or supply

support as needed by the District on site at the designated District campuses each day that school is in session during the Term of this Agreement. The Deputy Sheriff Patrol - Sergeant shall coordinate his or her activities at the District with the principal or designee. The Deputy Sheriff Patrol - Sergeant will be designated by the OCSO to act in such capacity, and will be under the supervision of a Deputy Sheriff Patrol - Lieutenant.

5. **Duties of the SPOs.** The SPOs duties shall be as follows:

- a. Provide for the security and safety of all students, staff, and visitors.
- b. Protect school property and maintain order in and around the school site.
- c. Report all violations of law, school rules, regulations, or policies to District administration so that District administration may take appropriate disciplinary measures.
- d. Enforce New York State laws, rules, and regulations.
- e. Act as liaisons with police and fire officials.
- f. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property.
- g. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds.
- h. Become familiar with all hidden recesses in the building and check them periodically.
- i. Become familiar with the Student Code of Conduct so that violations may be immediately reported to District administration so the District may take appropriate disciplinary measures (SPOs shall not act as school disciplinarians).
- j. Maintain post integrity by being highly visible at all times and refraining from unnecessary fraternization with other SPOs and employees of the District.
- k. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify the designated Deputy Sheriff Patrol - Sergeant. The OCSO shall then provide the District with a replacement SPO. The OCSO shall notify the Superintendent of the District that the SPO will be absent and shall notify the principal of that school of the replacement SPO.
- l. Question any individual not having appropriate identification to ascertain his or her status.
- m. When requested, participate in meetings with school officials, parents, or the District School Board to assist in developing policy and procedures concerning school safety.
- n. The SPOs shall comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews, and search and arrest procedures of the OCSO.
- o. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, including, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots.
- p. The SPOs are prohibited from detaining or questioning students about their immigration status.

- q. The SPOs shall not take any action that would be considered student discipline. The SPO role is primarily providing for safety and security of all students, staff, and visitors. Any and all student disciplinary actions are delegated to District administration in accordance with New York Education Law § 2801-a(10).
- r. The SPOs shall meet all of the obligations above without discriminating on the basis of race, color, sex, national origin, or membership in any other protected class.

6. **Responsibilities of the OCSO.** The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all Parties herein that the OCSO will retain tactical control of all of the SPOs. SPOs shall relinquish all criminal law enforcement actions and investigations, including, but not limited to, interviews, searches, arrests, and discovery of controlled substances to the Law Enforcement Division of the OCSO.

The OCSO further agrees as follows:

- a. To provide SPOs who:
  - i. Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;
  - ii. Shall possess sufficient knowledge of the applicable Federal, State, and local laws and regulations;
  - iii. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system; and
  - iv. Meet all education and experience requirements set forth by Oneida County and New York State.
- b. The District may request from the OCSO that certain individuals not be assigned to the District if it is determined by the District that the SPO does not meet the qualifications as listed above. The OCSO will honor these requests to the fullest extent possible.
- c. OCSO will use best efforts to provide SPOs to appropriately cover the District's facilities in accordance with a schedule agreed to by the OCSO and the District.
- d. OCSO will ensure the SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- e. OCSO will cooperate with the District to implement the SPO program with the least possible disruption to the educational process.

7. **District's Responsibilities.** The District agrees to:

- a. Implement the SPO program in accordance with guidelines established herein by the Parties;
- b. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs;
- c. Provide the SPOs with full access to school facilities, personnel, and students;
- d. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus;

- e. Provide suitable accommodations (i.e., desk and chair) at the main entrance of each school building;
- f. Evaluate the program and administer an annual assessment of the program;
- g. Make recommendations and program adjustments as appropriate;
- h. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, a school official shall notify the SPOs. In the event of an emergency or the absence of the SPOs, the District shall be responsible for dialing 911. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with OCSO rules, regulations, policy, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate OCSO supervisory personnel and request their services for a police response.

**8. Confidentiality and Disclosure of Records.**

- a. Confidentiality. The County, OCSO, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The County, OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement in Addenda A-1 and A-2 are the terms required by New York State Education Law Section 2-d concerning the disclosure of protected identifiable student, principal, and teacher information from disclosure.
- c. HIV-Related Information.
  - i. Non Discrimination. The County, OCSO, and the assigned SPOs and any substitute SPOs shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Sheriff, and any member of his staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
  - ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:  
*"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."*



- d. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the ED-1 Records Retention & Disposition Schedule or LGS-1 Records Retention & Disposition Schedule, as adopted by the District, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. This subdivision shall survive termination of this Agreement.

**9. Requirements of New York State Education Law Section 2-d.**

- a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII"), as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SPOs. The exclusive purpose for which the referenced PII will be used is the delivery of SPO services provided under the Agreement. Upon expiration of this Agreement, the SPOs and/or substitute SPOs must securely destroy or return all PII to the District that remains in the SPO's or substitute SPO's possession.
- b. If PII is disclosed to the SPOs and/or substitute SPOs by the District for purposes of the SPOs providing services to the District, the SPOs and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) & (f) (Chapter 56, Subpart L of the Laws of 2014), as well as any implementing regulations and/or any data privacy policy adopted by the District:
  - i. Any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on Federal and State law governing confidentiality of such data prior to receiving access;
  - ii. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - iii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
  - iv. Except for authorized representatives of the third party contractor to the extent they are carrying out the Agreement, not disclose any PII to any other party:
    - A. Without prior written consent of the parent or eligible student; or
    - B. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
  - v. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody; and

- vi. Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- c. The Parents' Bill of Rights and the attachment to the Parents' Bill of Rights are annexed to this Agreement as Addenda A-1 and A-2, respectively, the terms of which are incorporated herein by reference.

**10. Resolution of Issues/Termination.**

- a. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement with a thirty (30) day notice.
- b. If programmatic issues occur that cause the OCSO to feel termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- c. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.
- d. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address for reasons other than those described in (a)-(c) above.
- e. If this Agreement is terminated for any reason, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement.
- f. The Parties shall use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance and the District must proceed diligently with payment therefor. Each Party waives any dispute or claim not made in writing and received by the other Party within sixty (60) days of the discovery of the claim, or within sixty (60) days of when such claim should have reasonably

been discovered. Any claims for monetary damages must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.

11. **Independent Contractors.** It is expressly understood and agreed that the legal status of the OCSO and its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, and all necessary insurances for its employees, including workers' compensation and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions, subject to reimbursement for the same by the District pursuant to Section 3 hereinabove.

12. **Indemnification & Insurance.**

- a. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- b. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the OCSO, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.
- c. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  - i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
    - A. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

- B. The County shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
  - ii. Workers' Compensation and Employer's Liability
    - A. Statutory limits apply.
  - iii. Automobile Liability
    - A. Business Auto Liability with limits of at least \$1,000,000 each accident.
    - B. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
    - C. Oneida County shall be included as additional insured on the Business Auto Liability policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
  - iv. Commercial Umbrella
    - A. Umbrella limits must be at least \$5,000,000.
    - B. Umbrella coverage must include the County as an additional insured.
    - C. Umbrella coverage for the additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
  - v. Waiver of Subrogation: The District waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Auto Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
  - vi. Certificates of Insurance: Prior to the start of any work, the District shall provide certificates of insurance to County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

13. **No Special Duty.** Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The OCSO cannot promise or guarantee crime prevention, safety, or security.

14. **Suspension of Work.**

- a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interests of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such

suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.

- b. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event, such as the COVID-19 pandemic. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

15. **Notice.** All notices to the County should be sent to:

Oneida County- Law Department  
800 Park Avenue  
Utica, New York 13501

With a copy sent to OCSO at:

Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, New York 13424

All notices to the District should be sent to:

Utica City School District  
106 Memorial Parkway  
Utica, New York 13501

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

17. **Assignment.** No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all Parties.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

19. **Severability.** In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

20. **Entire Agreement.** The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addenda A-1 (Parents' Bill of Rights), Addenda A-2 (Attachment to The Parents' Bill of Rights), Exhibit A (Job Specification of Special Patrol Officer) and Exhibit B (Standard Oneida County Conditions). This Agreement shall be binding upon both Parties when fully signed and executed and upon approval of the appropriate governing bodies.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW]*

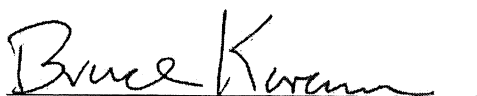
IN WITNESS WHEREOF, the County and the District have caused this Agreement to be executed as of the date below.

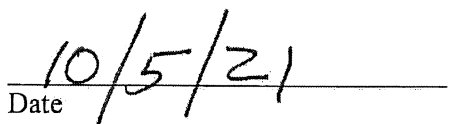
For Oneida County

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

\_\_\_\_\_  
Date

For Utica City School District

  
\_\_\_\_\_  
Bruce J. Karam  
Superintendent

  
\_\_\_\_\_  
Date

Approved

\_\_\_\_\_  
Amanda L. Cortese-Kolasz, Esq.  
Deputy County Attorney - Administration

# EXHIBIT A

Civil Division: Oneida County Government  
Jurisdictional Class: Competitive  
EEO Category: Protective Service: Sworn  
Revised: 09/10/15

## SPECIAL PATROL OFFICER

**DISTINGUISHING FEATURES OF THE CLASS:** The work involves responsibility for maintaining order and providing security for publicly owned property. Persons employed in this class shall have all the powers of a peace officer, as set forth in section 2.20 of Criminal Procedure Law, when performing the duties of protecting property or persons on such premises. The work is performed under general supervision of the Oneida County District Attorney, Oneida County Sheriff's Office, or other designated Oneida County law enforcement agent. The incumbent performs related work as required.

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

Provides security by standing in and patrolling public buildings;  
Protects and guards the public and employees in the designated publicly-owned property;  
Physically restrains unruly individuals;  
Escorts law enforcement agents, juries and witnesses to and from the courtroom;  
Provides general information to visitors on premises ;  
Checks to insure that all necessary documents and identifications are in order;  
Safeguards public property;  
Provides assistance in emergency situations;  
Maintains and updates records as required;  
Prepares incident reports;  
Distributes and posts appropriate documents and materials.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Good knowledge of procedures and practices for protecting and safeguarding buildings and property; good knowledge of the powers of a peace officer; ability to maintain order; ability to perform first aid; ability to exercise judgment and common sense in stressful situations; ability to carry out established security procedures in case of fire, bomb threat or other emergency situations; ability to observe detail, remember facts and information and evaluate situations; ability to understand oral and written instructions and apply information, rules, regulations and procedures to specific situations; ability to prepare brief written communications; ability to communicate information orally to the public or related personnel; ability to use self-defense, restraint techniques and security equipment.

continued...



**SPECIAL PATROL OFFICER**

page two

**MINIMUM QUALIFICATIONS:** Retired member of a police or sheriff's department, or division of state police, or retired former corrections, parole or probation officer.

**NOTE:** In accordance with Section 209-v of General Municipal Law, a retiree who had permanent competitive class status in one of the above listed occupations may be reinstated to a Special Patrol Officer position without further examination.

**SPECIAL REQUIREMENTS TO CARRY OR POSSESS FIREARMS:** Special Patrol Officers may not carry or possess firearms while on duty unless authorized to do so by the Appointing Authority and a license has been issued pursuant to Section 400.00 of Penal Law (Section 2.10.37 of Criminal Procedure Law). Where possession of the license is required, eligibility for and continued possession of the license is required for appointment.

Adopted: 06/13/12  
Revised: 06/29/12, 09/10/15

## EXHIBIT B - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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. EXECUTORY 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. CERTIFICATIONS 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:
  - i. 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,

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.

- ii. 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.
  - iii. 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,
- i. 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 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 or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;
  - ii. 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:
  - i. 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 ongoing 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), above;
    - D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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), above.

ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. 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
- ii. 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:
  - i. 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;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:
  - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
  
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. 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;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. 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

- ix. 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 permanently 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:

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. 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
- iii. 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 any 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

## ADDENDA A-1

# PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in prekindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights). The Parents' Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

**A. What are the essential parents' rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child's student records?**

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents' Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent's identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents' rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of

data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (iv) (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

**B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?**

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.



A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldnol.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is [coog@dos.ny.gov](mailto:coog@dos.ny.gov), and their telephone number is (518) 474-2518.

**C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information**

**1. What "educational agencies" are included in the requirements of Education Law §2-d?**

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
  - a public elementary or secondary school;
  - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
  - an approved provider of preschool special education services;
  - any other publicly funded pre-kindergarten program;
  - a school serving children in a special act school district as defined in Education Law 4001; or
  - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

**2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?**

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name<sup>1</sup>;

<sup>1</sup> Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

(f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

(g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

**3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?**

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

**4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?**

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

(A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.

○ PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.

○ However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.

(B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.

○ This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.

○ NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.

- The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.
- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access a complete list of all student data elements collected by NYSED, at NYSED Student Data Elements, or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov). The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
  - Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.
  - When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers,

superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

**5. Must additional elements be included in the Parents' Bill of Rights.?**

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
  - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

**6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?**

Education Law §2-d provides very specific protections for contracts with "third party contractors", defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term "third party contractor" also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an "educational agency."

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

#### **7. What steps can and must be taken in the event of a breach of confidentiality or security?**

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational

agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

## **8. Data Security and Privacy Standards**

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

## **9. No Private Right of Action**

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

## ADDENDA A-2

### Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend their child's or their education record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's or school district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII

from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school or school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request or the disclosure is initiated by the parent or eligible student.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by § 99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already



enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))

- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

JOSEPH J. TIMPANO  
Comptroller



SHERYL A. BROWN  
Deputy Comptroller

DEBORAH S. JOANIS  
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

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

# Memo

*Tony*  
**To:** Anthony J. Picente Jr., County Executive  
Board of Legislators  
**From:** Joseph J. Timpano, Comptroller *Joe*  
**Date:** October 18, 2021  
**Re:** Bond Refunding

FN 20

21-291

## WAYS & MEANS

Please find attached a proposed bond refunding resolution for 2014 outstanding securities. Total outstanding bonds to be refunded have a par value of \$15,145,000. The new bonds will have a par value of \$13,585,000. The new debt service will result in an anticipated cash savings of \$1,115,434 over the term of the new bonds which mature in 2039.

If adopted, this will be my 8<sup>th</sup> bond refunding. The prior seven transactions refunded \$77,115,000 in bonds for cash savings of \$4,777,474.

If you are in agreement with my proposal, please forward these documents to the full board to be acted upon at their November 10, 2021 County Board meeting.

As always, thanks for your support in this matter.

Reviewed and Approved for submission  
Oneida County Board of Legislators by

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

Date 10-19-21

Cc: Mike Billard, Clerk of the Board  
Sheryl Brown, Deputy Comptroller  
Yuriy Rybalkin, Auditor III

