



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
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(315) 798-5900

Mitale Billard
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(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

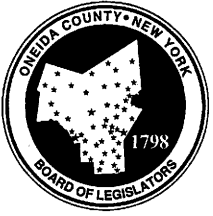
COMMUNICATIONS WITH DOCUMENTATION November 10, 2010

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

<u>FILE NO.</u>	<u>COMMITTEE</u>
2010-378 . . .	Ways & Means
2010-379 . . .	Read & Filed.....
2010-380 . . .	Public Safety, Ways & Means
2010-381 . . .	Public Works, Ways & Means
2010-382 . . .	Public Health, Ways & Means.....
2010-383 . . .	Human Resources, Ways & Means
2010-384 . . .	Human Resources, Ways & Means
2010-385 . . .	Human Resources, Ways & Means
2010-386 . . .	Human Resources, Ways & Means
2010-387 . . .	Human Resources, Ways & Means
2010-388 . . .	Human Resources, Ways & Means
2010-389 . . .	Human Resources, Ways & Means
2010-390 . . .	Human Resources, Ways & Means
2010-391 . . .	Airport, Ways & Means.....
2010-392 . . .	Airport, Ways & Means.....
2010-393 . . .	Internal Affairs, Ways & Means.....
2010-394 . . .	Internal Affairs, Ways & Means.....
2010-395 . . .	Ways & Means
2010-396 . . .	Economic Development & Tourism, Ways & Means.....
2010-397 . . .	Ways & Means
2010-398.....	Airport, Ways and Means (ADDED ON 11/16/10).....
2010-399.....	Airport, Ways and Means (ADDED ON 11/16/10).....

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FN 20 10 - 398

November 1, 2010

WAYS & MEANS

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

Honorable Members:

At the recommendation of Oneida-Herkimer Solid Waste Authority Executive Director, William A. Rabbia, I hereby forward the name of James M. D'Onofrio for reappointment to the Oneida-Herkimer Solid Waste Management Authority Board for a term to run through 12/31/2015.

I hereby refer this matter to the Ways and Means Committee and request that it be considered by the full board at the meeting of **November 24, 2010**.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

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Vincent A. Casale
Alicia Dicks

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Barbara Freeman
Kenneth A. Long
Robert J. Roberts, III
James M. Williams

William A. Rabbia, Executive Director
Peter M. Rayhill, Authority Counsel
Jodi M. Tuttle, Authority Secretary

September 3, 2010

Gerald Fiorini, Chairman
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501


Dear Chairman Fiorini:

The term of Mr. James M. D'Onofrio on the Board of Directors of the Oneida-Herkimer Solid Waste Authority expires December 31, 2010. I am writing to request and recommend reappointment of Mr. D'Onofrio to the Authority Board for a five-year term (January 1, 2011 – December 31, 2015) pursuant to Title 13-FF Section 2049-cc of New York Public Authorities Law. The Authority Board is appointed by the Herkimer County Legislature (three appointments), the Oneida County Board of Legislators (four appointments), and by the Oneida County Executive (three appointments). As you know, Mr. D'Onofrio's position is one of the Oneida County Board of Legislators' appointments.

Jim has served on the Authority Board since 1990. He has played a vital role in guiding the Authority's actions to implement the County Solid Waste Laws, County Policies, and the Local Solid Waste Management Plan. Jim is also a valuable link with the County Board of Legislators insuring that important information is shared between the County and the Authority.

Jim has been and continues to be one of the key members of the Authority Board and his reappointment will continue to serve the public and the Board of Legislators.

Sincerely,



William A. Rabbia
Executive Director

WAR/aag

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

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James M. Williams

William A. Rabbia, Executive Director
Peter M. Rayhill, Authority Counsel
Jodi M. Tuttle, Authority Secretary

October 29, 2010

Mr. Mikale Billard
Clerk
Oneida County Board of Legislators
800 Park Ave.
Utica, NY 13501

Dear Mr. Billard:

Please find enclosed for your information and file a copy of the proposed 2011 budget for the Oneida-Herkimer Solid Waste Management Authority. This is being forwarded to you pursuant to Article IX, Section 9.2 of the Authority Bylaws and the Public Authorities Accountability Act of 2005.

If you have any questions, please contact me at (315)733-1224.

Sincerely,



William A. Rabbia
Executive Director

WAR/jmt

FN 20 10 - 3189

READ & FILED

2010 NOV 01 PM 3:05
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ONEIDA COUNTY LEGISLATURE

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

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William A. Rabbia, Executive Director
Peter M. Rayhill, Authority Counsel
Jodi M. Tuttle, Authority Secretary

MEMORANDUM

TO: Elected Officials, Investors, Contractors and Interested Individuals
FROM: William A. Rabbia, Executive Director
DATE: October 29, 2010
RE: Proposed 2011 Budget

I am pleased to submit the Authority's proposed 2011 budget for public review and consideration by the Authority Board of Directors. Highlights of the Authority's proposed budget and rates for 2011 include:

- Authority budget has been reduced for second consecutive year.
- Solid Waste Tipping fees for 2011 will remain the same as in 2010. In 2007 rates were lowered 10% because of the opening of the new landfill facility.
- The proposed 2011 tipping fees remain lower than tipping fees in 1992.
- Oneida-Herkimer recyclables will be accepted at no charge for the 20th consecutive year.
- The Authority receives no funding from the Counties. 2011 will mark the 23rd consecutive year of a financially self-sufficient and stable operation.
- The proposed budget projects the opening of a gas to energy facility at the Regional Landfill in the fourth quarter of 2011 and recognition of one quarter of revenues.
- The Capital Plan includes the renovation and reconfiguration of the Recycling Center which opened in 1991. The 2011 plan accelerates the conversion of the Recycling Center (originally planned for 2013) to a single stream facility utilizing new sorting technology that will allow paper recyclables to be mixed with container recyclables. This conversion will increase convenience and participation while decreasing collection costs.
- In 2011 landfill reserve accounts (established in 2006) will be continued to insure there will not need to be additional future borrowing for the landfill. These reserves cover future cell expansion, equipment replacement, cell capping/closure, and post-closure monitoring.

MEMORANDUM

October 29, 2010

Page 2

- The Authority manages the waste and recyclables collection systems for the City of Utica and the Villages of Ilion, Frankfort, Mohawk, Herkimer and Dolgeville. In the future there may be the potential for a common and consolidated collection system for those Herkimer County Villages. The Authority currently maintains a separate accounting system for each municipality.

An overview of the proposed 2011 budget is being presented at the November 15, 2010 Board meeting. A public hearing and action by the Board is anticipated for the December 20, 2010 meeting.

Please feel free to contact me if you have any questions.

WAR/jmt

Attachment

**ONEIDA-HERKIMER
SOLID WASTE
AUTHORITY**

**2011
PROPOSED
BUDGET**

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ONEIDA COUNTY LEGISLATURE
2010 NOV 01 PM 3:05

2011 PROPOSED FEE SCHEDULE WASTE CLASS	CONTRACT PERMITTED HAULER RATE PER TON OR RATE PER ITEM	NON-CONTRACT PERMITTED HAULER RATE PER TON OR RATE PER ITEM	RESIDENT RATE PER TON OR RATE PER ITEM
Municipal Solid Waste (Non-Recyclable Waste)	\$72.15	\$115.00	\$72.15
Local Waste	\$63.00	N/A	N/A
Sludge	\$72.15	\$115.00	N/A
Construction & Demolition	\$58.00	\$115.00	\$58.00
C&D T&D Roll-Off	\$73.00	N/A	N/A
C&D T&D Trailer	\$58.00	N/A	N/A
C&D - Trailer Direct Haul	\$50.00	N/A	N/A
Waste Mixed with 25% Recyclables	\$144.30	\$230.00	\$144.30
Select C&D	\$25.00	N/A	\$25.00
Clean Wood Pallets	\$15.00	\$15.00	\$15.00
Direct Haul Special Waste	\$55.00	\$87.00	N/A
Direct Haul Asbestos	\$120.00	\$159.00	N/A
ADC/Contaminated Soil – Regional Landfill Cover	\$15-\$30	N/A	N/A
System Recyclables	\$0.00	\$49.00	\$0.00
Out of Region Mixed Recyclables	\$26.00	N/A	N/A
Out of Region Container Recyclables	\$49.00	N/A	N/A
Recyclables Mixed with Unacceptable Material	\$72.15	\$115.00	\$72.15
Green Waste Compost Disposal	\$15.00	\$18.50	\$5.00 Flat Fee P/U Truck/Trailer
Green Waste Compost Disposal - Minimum Charge	\$5.00	\$5.00	Small Load - No Charge
Bulk Compost Out - Large P/U Truck (we load)	N/A	N/A	\$20.00 Flat Fee
Bulk Compost Out - Small P/U Truck (we load)	N/A	N/A	\$15.00 Flat Fee
Bulk Compost Out - Less than 100 yd. (we load)	N/A	N/A	\$15.00 Per Yard
Bulk Compost Out - Greater than 100 yd. (we load)	N/A	N/A	\$12.00 Per Yard - By Appointment Only
Stumps, Root Balls & Oversized Limbs	\$15.00	\$18.50	N/A
Tires up to 16" (Per Tire)	\$2.50	\$3.00	\$2.50
Tires 700 to 900 Series (Per Tire)	\$4.50	\$5.50	\$4.50
Tires 900 to 11.20 Series (Per Tire)	\$12.50	\$15.50	\$12.50
Tractor Tires (Per Tire)	\$20.00	\$25.00	\$20.00
Tires Bulk	\$190.00	\$235.00	\$190.00
Tires on a Rim Add for Each	\$2.00	\$2.00	\$2.00
Household White Goods (i.e. Washers) Per Item	\$0.00	\$0.00	\$0.00
Household Items w/CFCs (i.e. Freezers) Per Item	\$10.00	\$15.00	\$10.00
35-Gallon Bag of MSW	N/A	N/A	\$2.00
One Bulk Item (i.e. Chair/Sofa/Table)	N/A	N/A	\$5.00
Minimum Load Charge MSW 0 to 250 lbs.	\$10.00 Flat Fee	\$15.00 Flat Fee	\$10.00 Flat Fee
Minimum Load Charge MSW 251 to 500 lbs.	\$18.00 Flat Fee	\$28.75 Flat Fee	\$18.00 Flat Fee
Minimum Load Charge MSW 501 to 750 lbs.	\$27.50 Flat Fee	\$43.25 Flat Fee	\$27.50 Flat Fee
Minimum Load Charge MSW 751 to 1,000 lbs.	\$36.00 Flat Fee	\$57.50 Flat Fee	\$36.00 Flat Fee
Minimum Load Charge - C & D 0 to 250 lbs.	\$10.00 Flat Fee	\$15.00 Flat Fee	\$10.00 Flat Fee
Minimum Load Charge - C & D 251 to 500 lbs.	\$14.50 Flat Fee	\$28.75 Flat Fee	\$14.50 Flat Fee
Minimum Load Charge - C & D 501 to 750 lbs.	\$22.00 Flat Fee	\$43.25 Flat Fee	\$22.00 Flat Fee
Minimum Load Charge - C & D 751 to 1,000 lbs.	\$29.00 Flat Fee	\$57.50 Flat Fee	\$29.00 Flat Fee
Penalty for Untarped Loads	\$10.00	\$10.00	\$10.00
Manually Removing Frozen Loads	\$0.00	\$25.00	N/A
Vehicle Weight Fee	\$5.00	\$10.00	\$5.00

MSW = Municipal Solid Waste (Non-Recyclable Waste)

ADC = Alternate Daily Cover

C&D = Construction & Demolition Debris

T&D = Trucking & Disposal

N/A = Non-Applicable

PROPOSED 2011 AUTHORITY REVENUES				
CATEGORY	2009 AMENDED BUDGET	2010 SIX MONTHS ACTUAL	2010 AMENDED BUDGET	2011 PROPOSED BUDGET
System Tipping Fee (STF)	\$18,747,200	\$8,734,818	\$18,205,737	\$18,258,200
Sale of Recyclables	\$2,100,000	\$1,492,069	\$1,665,000	\$1,600,000
Recyclable Processing Fees	\$0	\$37,676	0	\$80,000
Compost Tipping Fees	\$168,000	\$66,316	\$168,000	\$148,000
Interest Earnings	\$450,000	\$228,691	\$385,000	\$410,000
Recycling Fees-Tires	\$100,000	\$62,732	\$145,000	\$125,000
Bottle Redemption	\$42,000	\$27,714	\$40,000	\$38,600
Department Transfers	\$140,200	\$66,600	\$132,200	\$98,200
HHW Grant	\$73,500	\$0	\$71,563	\$60,000
CESQG Fees	\$45,500	\$23,428	\$45,500	\$46,000
Sale of Equipment	\$35,000	\$0	\$25,000	\$15,000
Discounts	(\$20,000)	(\$8,261)	(\$20,000)	(\$17,000)
Penalties	\$10,000	(\$986)	\$5,000	\$2,000
Permits	\$2,600	\$870	\$5,000	\$5,000
Sale of Compost	\$78,000	\$58,402	\$120,000	\$95,000
Miscellaneous Income	\$69,000	\$62,037	\$55,000	\$50,000
Landfill Gas Revenues	\$0	\$0	\$0	\$25,000
Subtotal	\$22,041,000	\$10,852,106	\$21,048,000	\$21,039,000
PROPOSED 2011 LOCAL GOVERNMENT REVENUES				
CATEGORY	2009 AMENDED BUDGET	2010 SIX MONTHS ACTUAL	2010 AMENDED BUDGET	2011 PROPOSED BUDGET
Toter Revenue	\$620,998	\$311,796	\$618,000	\$621,500
Sale of Bags	\$2,099,116	\$1,001,144	\$2,054,500	\$2,034,400
User Fees	\$2,075,000	\$951,381	\$2,075,000	\$2,055,000
Interest Earnings	\$50,000	\$5,343	\$35,200	\$20,400
Penalties	\$30,000	\$16,340	\$30,000	\$39,000
Miscellaneous Income	\$220,000	\$2,221	\$279,300	\$264,700
Subtotal	\$5,095,114	\$2,288,225	\$5,092,000	\$5,035,000
TOTAL REVENUES	\$27,136,114	\$13,140,331	\$26,140,000	\$26,074,000

PROPOSED 2011 AUTHORITY EXPENSES

CATEGORY	2009 AMENDED BUDGET	2010 SIX MONTHS ACTUAL	2010 AMENDED BUDGET	2011 PROPOSED BUDGET
Salaries & Wages	\$3,293,749	\$1,430,387	\$3,052,379	\$2,945,044
Overtime/Shift Differential	\$254,500	\$109,916	\$203,000	\$203,100
Other Fees & Services	\$925,000	\$258,870	\$955,925	\$606,500
Temporary Labor	\$38,000	\$72,889	\$123,000	\$75,000
Office Equipment & Supplies	\$44,500	\$18,342	\$43,800	\$35,700
Insurance	\$131,100	\$53,605	\$138,750	\$130,200
Rent/Lease of Equipment	\$159,600	\$12,075	\$27,000	\$23,700
Utilities	\$399,200	\$146,876	\$353,800	\$310,800
Telephone	\$35,500	\$15,895	\$36,500	\$35,700
Postage/Shipping	\$15,000	\$9,620	\$16,100	\$16,500
Training	\$23,000	\$8,398	\$20,000	\$22,500
Public Information	\$75,000	\$2,233	\$51,000	\$150,000
Uniforms & Safety	\$36,000	\$15,024	\$35,000	\$29,000
Auto Supplies/Repairs	\$211,300	\$67,207	\$197,400	\$166,500
Travel	\$16,000	\$3,370	\$18,000	\$18,000
Gas & Oil	\$1,285,500	\$390,110	\$956,230	\$880,220
Materials & Supplies	\$308,500	\$101,944	\$271,500	\$192,500
Maintenance Service Contracts	\$92,000	\$45,758	\$121,000	\$129,300
Transportation	\$2,383,000	\$1,094,708	\$2,201,000	\$2,658,000
Disposal Fees	\$262,500	\$95,664	\$250,000	\$250,000
Host Community Fee	\$0	\$290,971	\$638,000	\$697,000
Other Expenses	\$459,900	\$103,730	\$327,500	\$269,500
Retirement	\$282,600	\$165,352	\$228,267	\$511,028
Social Security	\$265,682	\$112,299	\$249,036	\$240,833
Workers Compensation	\$70,700	\$42,432	\$82,442	\$86,500
Health Insurance	\$658,500	\$342,780	\$748,570	\$846,000
GASB 45 Contribution	\$0	\$49,135	\$77,000	\$80,000
Debt Service	\$6,685,000	\$906,990	\$6,684,000	\$6,684,000
Capital Projects	\$376,200	\$161	\$416,500	\$292,750
Depreciation	\$0	\$2,017,722	\$0	
Reserves	\$2,723,000	\$219,800	\$2,255,000	\$2,190,000
Contingency	\$530,469	\$0	\$270,301	\$263,125
TOTAL EXPENSES	\$22,041,000	\$8,204,263	\$21,048,000	\$21,039,000

**2011 Proposed
Capital Plan**

	2011	2012	2013	2014	2015
Recycling Center					
Fleet Maint. Pick-Up Truck					\$34,000
Roll-Off Boxes	\$8,500			\$10,000	\$12,000
Schuler Highway Repairs	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Skid Steer Loaders					\$35,000
Heavy Duty Pick-Up Truck				\$32,000	
Loader			\$150,000		
Conveyors					
Dock Levelers/Seals					
Roll-Off/Rail Truck			\$130,000		
Scale 4 Replacement					
Single Stream Conversion	\$10,000,000				
Scale Deck				\$20,000	\$20,000
RC Total	\$10,033,500	\$25,000	\$305,000	\$87,000	\$126,000
Administration					
Capital Reserve				\$50,000	\$50,000
4WD Pick-Up Truck			\$30,000		
Handicap Lift				\$30,000	
Car/SUV			\$30,000		
Computer System Upgrades			\$5,000	\$15,000	
Parking Lot/Sidewalk Repair	\$7,000				
Food Waste Compost (2)	\$13,000	\$25,000	\$25,000		
Interior Renovation/AC Upgrade					
Admin. Total	\$20,000	\$25,000	\$90,000	\$95,000	\$50,000
Regional Landfill					
Tracked Skidsteer					
Crew Truck		\$40,000			
LF Compactor	\$800,000				
LGP Dozer					\$350,000
Excavator					
Pick-Up Truck			\$38,000		
Utility Vehicle					
Rock Truck					
Water Truck		\$30,000			
Fuel Truck		\$30,000			
Cell Construction				\$5,500,000	
Closure/Partial				\$960,000	
Stake Rack Truck Bed	\$4,000				
Parts Steam Cleaner	\$20,000				
Roller (Used)				\$40,000	
Government Surplus Equipment	\$10,000	\$10,000	\$10,000	\$10,000	
RLF Total	\$834,000	\$110,000	\$48,000	\$6,510,000	\$350,000

**2011 Proposed
Capital Plan**

	2011	2012	2013	2014	2015
Eastern Transfer Station					
Govt. Surplus Equip	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Schuler Highway Repairs	\$25,000	\$25,000	\$25,000	\$25,000	
Roll-Off Truck				\$140,000	
Excavator		\$220,000			
Tip Floor Work				\$75,000	
Overhead Doors			\$25,000	\$25,000	
Ventilation			\$5,000		
Snow Plow					
Loader				\$190,000	
Scale Pit Repair	\$15,000				
ETS Total	\$50,000	\$255,000	\$65,000	\$465,000	\$10,000
Western Transfer Station					
3/4 ton 4WD Pick-Up Truck w/Plow					
Govt. Surplus Equip	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Excavator			\$225,000		
Loader		\$200,000			
Roof Repair	\$175,000				
Tip Floor Repair					
Overhead Door Repair/Replacement					
Paving				\$20,000	
Roll-Off Box	\$4,250		\$5,000		\$5,500
WTS Total	\$189,250	\$210,000	\$240,000	\$30,000	\$15,500
Green Waste Compost					
Grinder w/Trade-In				\$450,000	
Screen w/Trade In			\$220,000		
Loader		\$180,000			
GWC Total	\$0	\$180,000	\$220,000	\$450,000	\$0
Household Hazardous Waste					
Hazardous Unit Grates (4)				\$60,000	
Hazardous Storage				\$60,000	
Lab Tables					
Battery Storage Units					
Ventilation					
HHW Total	\$0	\$0	\$0	\$120,000	\$0
Utica Waste Collection					
Dump Vehicle			\$42,000		
Pickup Truck					\$30,000
Roll-Off Box	\$4,250		\$5,000		\$5,500
2 - 25cy Packer Trucks				\$285,000	
UWC Total	\$4,250	\$0	\$47,000	\$285,000	\$35,500
TOTAL CAPITAL PLAN	\$11,131,000	\$805,000	\$1,015,000	\$8,042,000	\$587,000
Closure/Post-Closure Reserve Drawdown	\$0	\$0	\$0	(\$960,000)	\$0
RLF Equipment Reserve Drawdown	(\$834,000)	(\$110,000)	(\$48,000)	(\$50,000)	(\$350,000)
Liner Extension Reserve Drawdown	\$0	\$0	\$0	(\$5,500,000)	\$0
Single-Stream Debt Issuance	(\$10,000,000)				
Current Year Operating Budget Capital Purchases	\$297,000	\$695,000	\$967,000	\$1,532,000	\$237,000

CAPITAL PLAN

RECYCLING CENTER

Fleet Maintenance Pick-Up Truck – Purchase for replacement of original fleet maintenance pick-up truck used for servicing Authority rolling stock and fleet.

Roll-Off Boxes – Purchase/replacement of roll-off containers for demolition/clean-up projects.

Schuler Highway Repairs – Rebuild and replace portions of Authority complex access road.

Tip Floor Repair – Repair/rebuild section of 1991 tip floor.

Skid Steer Loaders – Skid steers are used continuously for loading paper and container stream and for loading processed (baled) recyclables. Service hours are maximized and this will allow for regular sequential replacement as they reach maximum service hours.

Heavy Duty Pick-Up Truck – For grounds clean-up, parts, supplies, and other necessary travel.

Loader – Replacement of large front-end loader for movement and loading of recyclables, tires, white goods and other miscellaneous materials and waste streams.

Conveyors – Replacement of woven rubber belts on conveyors for paper, glass and plastics sorting lines.

Dock Levelers/Seals – Replacement of mechanical dock levelers/seals used on loading docks.

Roll-Off/Rail Truck – Replacement of 1991 rail truck.

Scale 4 Replacement – Replace above ground scale used for green waste and recycling trucks.

Single-Stream Conversion – Major renovation of Recycling Center to install single-stream recyclable sorting equipment.

Scale Deck – Replacement/Rebuild of one in-ground scale deck in 2001.

CAPITAL PLAN

ADMINISTRATION

Capital Reserve – Reserve for future capital expenditures.

4WD Pick-Up Truck – Replacement of 4WD used for site investigation and monitoring (i.e. Ava, Tannery Road) and staff travel.

Handicap Lift – Replace 1998 elevator/lift with higher capacity unit.

Car/SUV – Replace Admin. vehicle for recycling program use.

Computer System Upgrades – Update/replacement of system used for billing, accounting, support.

Parking Lot/Sidewalk Repair – Repair of sections, as needed, of parking lot/sidewalks.

Food Waste Compost (2) – Self-contained units for food waste composting for institutions.

Interior Renovation – Carpeting/windows and renovation of north wing (main floor).

CAPITAL PLAN

REGIONAL LANDFILL

Tracked Skidsteer – Use and operations in construction projects.

Crew Trucks – (1) 4 door ¾ ton, used for moving personnel around sites. (1) Replacement of 2006 crew truck.

LF Compactor – Al-Jon-600 - 126,000 lb., used for compacting waste at landfill facility.

LGP Dozer – Replacement of 2006 low-ground pressure dozer.

Excavator – Replacement of 2006 Mass Excavator

Pick-Up Truck – Replace 2004 pick-up truck used by Landfill Operations Manager.

Utility Vehicle – 4x4 diesel off-road utility vehicle for landfill monitoring and work.

Rock Trucks (2) – Replacement of two articulated end dump trucks for soil move.

Water Truck – Replacement of used water truck purchased in 2006.

Fuel Truck – Replacement of used fuel truck purchased in 2006.

Cell Construction – Construction of new landfill cell.

Closure/Post-Closure – Installation and expansion of active gas collection system and partial capping of landfill cells.

Government Surplus Equipment – Miscellaneous government surplus equipment to be used in operations (i.e. yard tractors, dozers, dump trucks, welders, etc.).

CAPITAL PLAN

EASTERN TRANSFER STATION

Government Surplus Equipment – Miscellaneous government surplus equipment to be used in operations (i.e. yard tractors, dozers, dump trucks, welders, etc).

Schuler Highway Repairs – Rebuild and replace portions of Authority complex access road.

Sweeper (used) – To replace 1985 Athey Sweeper for cleaning parking lots/roads.

Excavator – Replacement of 2007 excavator for loading of waste and construction and demolition debris.

Tip Floor Work – Repair and rebuild of concrete tipping floor.

Overhead Doors – Replacement/rebuild of original (1991) door(s) at facility.

Ventilation – Repair ventilation system.

Snow Plow – Snow plow blade attachment for loaders used to push snow.

Loader – Replacement of 2009 front-end loader for movement and loading of waste materials.

CAPITAL PLAN

WESTERN TRANSFER STATION

3/4 Ton 4-Wheel Drive Pick-Up Truck – Replaces 2001 utility 4x4 pick-up.

Government Surplus Equipment – Miscellaneous government surplus equipment to be used in operations, (i.e. yard tractors, dozers, dump trucks, welders, etc).

Excavator – Replacement of 2006 excavator for waste handling.

Loader – Replacement of large 2002 waste handler front-end loader for movement and loading of waste, construction and demolition debris, tires, white goods, and other miscellaneous materials and waste streams.

Tip Floor Repair – Repair and rebuild of 1985 concrete tip floor

Overhead Door – Repair/Replacement of one original (1985) overhead door to tipping floor.

Paving – Partial repair and/or rebuild of select areas of facility pavement.

Roll-Off Box – Purchase/Replacement for use at Convenience Station or demolition/clean-up project.

CAPITAL PLAN

GREEN WASTE COMPOST

Grinder w/Trade-In – Replacement of 2005 Morbark 1300 Waste Grinder.

Screen w/Trade-In – Replacement of 1995 Trommel Screen

Loader – Replacement of 2006 Wheel Loader

CAPITAL PLAN

HOUSEHOLD HAZARDOUS WASTE (HHW)

Hazardous Unit Grates (4) – Replace 1993 original fiberglass grating in Hazardous waste storage lockers.

Hazardous Storage – Replacement of two engineered hazardous waste storage units (1993).

Lab Tables – Replace 1993 original tables to segregate household hazardous waste.

Battery Storage Units – Replace lead acid battery storage units.

Ventilation – Replace/repair 1993 original facility ventilation system.

CAPITAL PLAN

UTICA WASTE COLLECTION

Dump Vehicles – Replacement of vehicles used to collect illegally placed waste and recyclables and for special projects (i.e., clean-up/board-up).

Light Duty Pick-Up Truck – Replacement of 2000 light duty pick-up truck for use by Solid Waste Code Inspectors for garbage/recyclables inspections, citations and collection.

Roll-Off Box (1) – Purchase/replacement of roll-off container for demolition/clean-up projects.

25cy Packer Trucks (2) – To be used by Utica DPW to collect & transport green waste to Authority Transfer Station.

**Oneida Herkimer Solid Waste Authority
Recycling Center
2011 Proposed Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Salaries & Wages	\$1,236,639	\$581,973	\$1,261,303	\$1,050,000
Overtime	\$61,525	\$36,520	\$40,000	\$36,000
Shift Differential	\$3,439	\$1,828	\$4,000	\$4,000
Other Fees & Services	\$239	\$268	\$500	\$500
Temporary Labor	\$112,763	\$72,889	\$123,000	\$75,000
Automotive & Other Equipment	\$369	\$0	\$0	\$0
Office Equipment, Furn. & Fixtures	\$965	\$1,232	\$1,500	\$1,000
Office Supplies	\$1,610	\$1,604	\$2,000	\$2,500
Insurance	\$55,709	\$22,437	\$60,400	\$57,000
Rent/Lease Prop. & Equipment	\$16,715	\$8,548	\$18,000	\$15,000
Electric	\$124,391	\$61,656	\$148,000	\$130,000
Heat	\$39,630	\$25,621	\$70,000	\$60,000
Water/Sewer	\$3,583	\$1,748	\$3,800	\$3,800
Telephone	\$7,727	\$4,561	\$8,500	\$9,200
Postage/Shipping	\$231	\$16	\$0	\$0
Training & Special Schools	\$0	\$1,100	\$2,000	\$1,500
Uniforms & Safety	\$16,107	\$9,102	\$21,000	\$15,000
Automotive Supplies	\$23,029	\$28,493	\$50,000	\$36,000
Automotive Repairs	\$1,202	\$84	\$5,000	\$2,500
Travel & Subsistence	\$38	\$32	\$0	\$0
Gasoline & Oil	\$70,568	\$39,294	\$100,000	\$75,000
Other Materials & Supplies	\$129,641	\$58,609	\$160,000	\$100,000
Tire Disposal	\$87,646	\$40,177	\$100,000	\$100,000
Maintenance & Service Contracts	\$17,057	\$5,443	\$18,000	\$15,800
Transportation	\$0	\$0	\$0	\$350,000
Other Expenses	\$20,901	\$8,550	\$25,000	\$20,000
Host Community Benefit	\$31,921	\$13,750	\$34,000	\$34,000
Depreciation & Amortization	\$664,131	\$330,670	\$0	\$0
Retirement	\$91,252	\$72,801	\$153,900	\$170,040
Social Security	\$94,042	\$45,157	\$99,856	\$83,385
Workers Compensation	\$39,500	\$17,340	\$33,215	\$35,000
Unemployment	\$0	\$0	\$1,000	\$1,000
Health Insurance	\$323,003	\$164,541	\$355,372	\$420,000
Total Operating Expenses	\$3,275,573	\$1,656,044	\$2,899,346	\$2,903,225
Non-Operating Expenses				
Contingency	\$0	\$0	\$3,753	\$41,132
Capital Projects	\$0	\$0	\$134,500	\$33,500
Total Non-Operating Expenses	\$0	\$0	\$138,253	\$74,632
Total Expenses	\$3,275,573	\$1,656,044	\$3,037,599	\$2,977,857

**Oneida Herkimer Solid Waste Authority
Administration
2011 Proposed Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Salaries & Wages	\$798,367	\$364,053	\$782,815	\$828,914
Overtime	\$120	\$393	\$1,500	\$1,000
Shift Differential	\$0	\$0	\$0	\$0
Other Fees & Services	\$90,514	\$30,897	\$162,000	\$45,000
Temporary Labor	\$0	\$0	\$0	\$0
Automotive and Other Equipment	\$0	\$0	\$0	\$0
Office Equipment, Furn. & Fixtures	\$7,112	\$4,427	\$15,500	\$11,000
Office Supplies	\$7,899	\$5,080	\$12,000	\$10,000
Insurance	\$29,257	\$10,604	\$26,600	\$25,000
Rent/Lease Prop. & Equipment	\$2,494	\$1,394	\$2,500	\$3,000
Electric	\$6,856	\$2,949	\$7,000	\$7,000
Heat	\$2,974	\$1,667	\$5,000	\$4,000
Water/Sewer	\$402	\$220	\$500	\$500
Telephone	\$6,177	\$3,171	\$8,000	\$7,000
Postage/Shipping	\$13,893	\$9,465	\$15,000	\$16,000
Training & Special Schools	\$10,779	\$4,588	\$9,000	\$12,000
Public Information & Education	\$38,838	\$2,233	\$50,000	\$150,000
Uniforms & Safety	\$338	\$85	\$500	\$500
Automotive Supplies	\$1,421	\$894	\$1,500	\$1,500
Automotive Repairs	\$378	\$0	\$1,500	\$1,000
Travel & Subsistence	\$17,680	\$7,248	\$17,000	\$17,000
Gasoline & Oil	\$5,208	\$2,715	\$7,000	\$6,000
Other Materials & Supplies	\$5,193	\$2,597	\$7,500	\$5,500
Maintenance & Service Contracts	\$55,644	\$25,746	\$63,000	\$74,000
Other Expenses	\$16,955	\$8,163	\$15,000	\$19,000
Depreciation and Amoritzation	\$45,439	\$21,171	\$0	\$0
Bad Debt	\$13,936	\$0	\$0	\$0
Retirement	\$57,560	\$39,250	\$89,900	\$149,385
Social Security	\$58,491	\$27,084	\$58,853	\$63,488
Workers' Compensation	\$11,000	\$10,950	\$19,490	\$22,000
Health Insurance	\$120,370	\$68,364	\$137,250	\$163,000
GASB 45 Contribution	\$145,408	\$49,135	\$77,000	\$80,000
Total Operating Expenses	\$1,570,703	\$704,543	\$1,592,908	\$1,722,787
Non-Operating Expenses				
Contingency	\$0	\$0	\$525	\$15,030
Capital Projects	\$0	\$0	\$90,000	\$20,000
Capital Reserve	\$0	\$0	\$0	\$0
Transfer to Other Depts	\$0	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0	\$0
Total Non-Operating Expenses	\$0	\$0	\$90,525	\$35,030
Total Expenses	\$1,570,703	\$704,543	\$1,683,433	\$1,757,817

**Oneida Herkimer Solid Waste Authority
RLF**

2011 Proposed Budget

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Salaries & Wages	\$424,595	\$234,567	\$487,782	\$510,538
Overtime	\$70,712	\$36,429	\$87,000	\$90,000
Shift Differential	\$3	\$1	\$0	\$0
Other Fees & Services	\$659,144	\$167,276	\$575,000	\$400,000
Temporary Labor	\$0	\$0	\$0	\$0
Automotive & Other Equipment	\$100	\$0	\$0	\$0
Office Equipment, Furn. & Fixtures	\$1,267	\$449	\$1,500	\$1,500
Office Supplies	\$3,244	\$1,182	\$3,500	\$3,000
Insurance	\$9,503	\$2,557	\$8,000	\$7,500
Rent/Lease Prop. & Equipment	\$4,308	\$934	\$3,500	\$2,500
Electric	\$16,626	\$9,304	\$22,000	\$20,000
Heat	\$24,798	\$20,908	\$33,000	\$30,000
Water/Sewer	\$0	\$0	\$0	\$0
Telephone	\$10,088	\$4,589	\$10,000	\$10,000
Postage/Shipping	\$566	\$95	\$1,100	\$500
Training & Special Schools	\$1,246	\$335	\$3,000	\$3,000
Public Information & Education	\$145	\$0	\$0	\$0
Uniforms & Safety	\$4,812	\$2,941	\$8,000	\$7,000
Automotive Supplies	\$38,067	\$20,492	\$35,000	\$38,000
Automotive Repairs	\$5,582	\$284	\$7,000	\$5,500
Travel & Subsistence	\$218	\$2,011	\$1,000	\$1,000
Gasoline & Oil	\$474,747	\$284,173	\$690,000	\$655,000
Other Materials & Supplies	\$47,168	\$21,415	\$61,000	\$50,000
Maintenance & Service Contracts	\$17,800	\$9,375	\$23,000	\$25,000
Transportation	\$2,255,063	\$1,081,348	\$2,181,000	\$2,284,000
Host Community Fees	\$0	\$177,500	\$400,000	\$450,000
Other Expenses	\$518,961	\$26,238	\$143,000	\$100,000
Disposal Fees - Contract/Regional Landfill	\$0	\$0	\$0	\$0
Disposal Fees - Leachate	\$248,605	\$95,664	\$250,000	\$250,000
Depreciation & Amortization	\$2,675,644	\$1,394,598	\$0	\$0
Retirement	\$36,695	\$23,500	\$66,867	\$93,684
Social Security	\$36,522	\$20,023	\$43,971	\$45,941
Workers Compensation	\$8,700	\$6,840	\$14,366	\$14,500
Health Insurance	\$59,655	\$45,832	\$65,528	\$108,000
Total Operating Expenses	\$7,654,584	\$3,690,860	\$5,225,114	\$5,206,163
Non-Operating Expenses				
Contingency	\$510,000	\$0	\$150,869	\$174,390
Reserves	\$0	\$219,800	\$2,255,000	\$2,190,000
Capital Projects	\$0	\$161	\$0	\$0
Transfer to Other Depts	\$0	\$0	\$0	\$0
Interest Expense/Principal	\$0	\$0	\$0	\$0
Project Studies	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0
Total Non-Operating Expenses	\$510,000	\$219,961	\$2,405,869	\$2,364,390
Total Expenses	\$8,164,584	\$3,910,821	\$7,630,983	\$7,570,553

Oneida Herkimer Solid Waste Authority

ETS

2011 Proposed Budget

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Salaries & Wages	\$273,223	\$119,759	\$246,368	\$256,727
Overtime	\$33,838	\$17,548	\$34,000	\$35,000
Shift Differential	\$779	\$416	\$1,000	\$1,000
Other Fees & Services	\$0	\$0	\$1,000	\$0
Automotive & Other Equipment	\$0	\$0	\$0	\$0
Office Furniture & Equipment	\$698	\$1,391	\$500	\$1,000
Office Supplies	\$1,289	\$593	\$2,000	\$1,500
Insurance	\$15,831	\$7,458	\$18,200	\$16,000
Rent/Lease Prop. & Equipment	\$126	\$54	\$500	\$500
Electric	\$0	\$0	\$0	\$0
Postage/Shipping	\$25	\$45	\$0	\$0
Training and Special Schools	\$0	\$0	\$0	\$0
Uniforms & Safety	\$2,399	\$1,555	\$2,000	\$3,000
Automotive Supplies	\$23,218	\$8,271	\$31,000	\$25,000
Automotive Repairs	\$4,508	\$1,170	\$6,000	\$5,000
Travel & Subsistence	\$9	\$4	\$0	\$0
Gasoline & Oil	\$44,350	\$26,550	\$63,055	\$59,737
Other Materials & Supplies	\$1,915	\$376	\$3,000	\$2,000
Maintenance & Service Contracts	\$5,003	\$1,757	\$3,500	\$4,000
Transportation	\$10,285	\$6,865	\$16,000	\$16,000
Other Expenses	\$3,745	\$914	\$3,500	\$3,000
Disposal Fees - Other	\$0	\$0	\$0	\$0
Host Community Benefit	\$133,417	\$63,114	\$135,000	\$135,000
Depreciation and Amortization	\$239,429	\$121,825	\$0	\$0
Retirement	\$18,034	\$13,833	\$33,200	\$45,665
Social Security	\$22,467	\$10,003	\$21,525	\$22,394
Workers Compensation	\$5,500	\$3,648	\$7,135	\$7,300
Health Insurance	\$63,195	\$26,588	\$70,618	\$64,000
Total Operating Expenses	\$903,283	\$433,737	\$699,101	\$703,823
Non-Operating Expenses				
Contingency	\$0	\$0	\$410	\$10,869
Capital Projects	\$0	\$0	\$81,000	\$50,000
Total Non-Operating Expenses	\$0	\$0	\$81,410	\$60,869
Total Expenses	\$903,283	\$433,737	\$780,511	\$764,693

**Oneida Herkimer Solid Waste Authority
WTS**

2011 Proposed Budget

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Salaries & Wages	\$223,871	\$104,122	\$217,559	\$228,892
Overtime	\$23,143	\$10,796	\$16,000	\$21,000
Shift Differential	\$60	\$6	\$500	\$100
Other Fees & Services	\$3,550	\$1,231	\$3,300	\$2,500
Automotive & Other Equipment	\$0	\$0	\$0	\$0
Office Equipment, Furn. & Fixtures	\$395	\$1,710	\$800	\$1,500
Office Supplies	\$795	\$473	\$1,500	\$1,000
Insurance	\$19,232	\$8,698	\$20,850	\$20,000
Rent/Lease Prop. & Equipment	\$1,047	\$580	\$1,500	\$1,500
Electric	\$29,510	\$14,125	\$41,000	\$35,000
Heat	\$13,307	\$8,546	\$23,000	\$20,000
Water/Sewer	\$265	\$132	\$500	\$500
Telephone	\$8,991	\$3,383	\$9,500	\$9,000
Postage/Shipping	\$147	\$0	\$0	\$0
Training & Special Schools	\$0	\$0	\$1,000	\$1,000
Uniforms & Safety	\$2,301	\$847	\$2,500	\$2,500
Automotive Supplies	\$30,276	\$4,778	\$28,000	\$25,000
Automotive Repairs	\$5,700	\$124	\$4,900	\$4,000
Travel & Subsistence	\$0	\$0	\$0	\$0
Gasoline & Oil	\$30,465	\$17,817	\$42,750	\$40,500
Other Materials & Supplies	\$9,111	\$4,555	\$10,000	\$10,000
Maintenance & Service Contracts	\$11,186	\$3,438	\$13,000	\$10,000
Transportation	\$5,625	\$6,495	\$4,000	\$8,000
Other Expenses	\$4,859	\$1,808	\$7,000	\$5,000
Host Community Benefit	\$66,690	\$34,617	\$58,000	\$68,000
Depreciation & Amortization	\$151,388	\$77,745	\$0	\$0
Retirement	\$15,349	\$8,385	\$27,500	\$38,999
Social Security	\$17,741	\$8,197	\$17,906	\$19,124
Workers Compensation	\$4,800	\$2,736	\$5,948	\$5,500
Health Insurance	\$67,266	\$28,211	\$75,500	\$70,000
Total Operating Expenses	\$747,070	\$353,555	\$634,013	\$648,615
Non-Operating Expenses				
Contingency	\$0	\$0	\$73	\$10,600
Capital Projects	\$0	\$0	\$111,000	\$189,250
Total Non-Operating Expenses	\$0	\$0	\$111,073	\$199,850
Total Expenses	\$747,070	\$353,555	\$745,086	\$848,465

Oneida Herkimer Solid Waste Authority

GWC

2011 Proposed Budget

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Salaries & Wages	\$72,626	\$19,913	\$71,552	\$69,973
Overtime	\$15,024	\$5,971	\$19,000	\$15,000
Shift Differential	\$32	\$8	\$0	
Other Fees & Services	\$270	\$90	\$500	\$500
Automotive & Other Equipment	\$0	\$0	\$0	\$0
Office Equipment	\$499	\$0	\$500	\$200
Office Supplies	\$403	\$202	\$500	\$500
Insurance	\$4,365	\$1,851	\$4,700	\$4,700
Rent/Lease Prop. & Equipment	\$1,213	\$564	\$1,000	\$1,200
Telephone	\$395	\$191	\$500	\$500
Postage/Shipping	\$0	\$0	\$0	\$0
Training & Special Schools	\$0	\$0	\$0	\$0
Uniforms & Safety	\$787	\$495	\$1,000	\$1,000
Automotive Supplies	\$4,968	\$1,687	\$23,000	\$20,000
Automotive Repairs	\$1,698	\$931	\$4,500	\$3,000
Travel & Subsistence	\$0	\$0	\$0	\$0
Gasoline & Oil	\$32,834	\$19,560	\$46,425	\$43,983
Other Materials & Supplies	\$13,498	\$14,392	\$30,000	\$25,000
Maintenance & Service Contracts	\$334	\$0	\$500	\$500
Transportation	\$0	\$0	\$0	\$0
Other Expenses	\$1,529	\$444	\$4,000	\$2,500
Host Community Benefit	\$8,269	\$1,991	\$11,000	\$10,000
Depreciation and Amortization	\$91,419	\$45,709	\$0	\$0
Retirement	\$6,815	\$7,583	\$10,700	\$13,256
Social Security	\$6,329	\$1,835	\$6,927	\$6,500
Workers Compensation	\$1,200	\$918	\$2,287	\$2,200
Health Insurance	\$19,087	\$9,244	\$21,802	\$21,000
Total Operating Expenses	\$283,594	\$133,579	\$260,393	\$241,512
Non-Operating Expenses				
Contingency	\$0	\$0	\$825	\$4,543
Capital Projects	\$0	\$0	\$0	\$0
Total Non-Operating Expenses	\$0	\$0	\$825	\$4,543
Total Expenses	\$283,594	\$133,579	\$261,218	\$246,056

Oneida Herkimer Solid Waste Authority

HHW

2011 Proposed Budget

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Other Fees & Services	\$190,801	\$59,109	\$180,625	\$158,000
Public Information & Education	\$0	\$0	\$1,000	\$0
Automotive & Other Equipment	\$38	\$304	\$2,000	\$1,000
Insurance	(\$20)	\$0	\$0	\$0
Training & Special Schools	\$4,345	\$2,375	\$5,000	\$5,000
Other Equipment	\$0	\$0	\$0	\$0
Uniforms & Safety	\$0	\$0	\$0	\$0
Travel & Subsistence	\$0	\$75	\$0	\$0
Other Materials and Supplies	\$37	\$0	\$0	\$0
Maintenance & Service Contracts	\$0	\$0	\$0	\$0
Depreciation & Amortization	\$9,489	\$4,648	\$0	\$0
Social Security	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
Total Operating Expenses	\$204,690	\$66,511	\$188,625	\$164,000
Non-Operating Expenses				
Contingency	\$0	\$0	\$7,545	\$6,560
Transfer to Other Depts	\$26,000	\$10,500	\$21,000	\$11,000
Capital Projects	\$0	\$0	\$0	\$0
Total Non-Operating Expenses	\$26,000	\$10,500	\$28,545	\$17,560
Total Expenses	\$230,690	\$77,011	\$217,170	\$181,560

Oneida Herkimer Solid Waste Authority

Debt Service

2011 Proposed Budget

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Non-Operating Expenses				
Interest Expense	\$0	\$0	\$0	
Revenue Bonds - Interest Expense	\$2,025,864	\$906,990	\$6,684,000	\$6,684,000
Trustee Fees	\$7,500	\$6,500	\$8,000	\$8,000
Total Non-Operating Expenses	\$2,033,364	\$913,490	\$6,692,000	\$6,692,000
Total Expenses	\$2,033,364	\$913,490	\$6,692,000	\$6,692,000

**Oneida Herkimer Solid Waste Authority
Utica Waste Collection
2011 Proposed Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Salaries & Wages	\$194,423	\$110,646	\$230,987	\$221,296
Overtime	\$30,276	\$7,710	\$7,000	\$15,000
Shift Differential	\$6	\$14	\$0	\$0
Other Fees & Services	\$215,300	\$105,373	\$220,000	\$218,000
Temporary Labor	\$0	\$0	\$1,500	\$0
Office Equipment, Furn. & Fixtures	\$769	\$0	\$0	\$0
Office Supplies	\$2,890	\$472	\$5,000	\$3,000
Insurance	\$19,689	\$10,669	\$24,800	\$22,000
Rent/Lease Prop. & Equipment	\$540	\$270	\$1,000	\$1,000
Electric	\$0	\$0	\$0	\$0
Heat	\$0	\$0	\$0	\$0
Water/Sewer	\$0	\$0	\$0	\$0
Telephone	\$451	\$196	\$1,000	\$500
Postage/Shipping	\$11,640	\$7,002	\$13,000	\$13,000
Training & Special Schools	\$0	\$0	\$0	\$0
Public Information & Education	\$8,237	\$0	\$5,000	\$2,000
Uniforms & Safety	\$955	\$666	\$1,000	\$1,000
Automotive Supplies	\$2,980	\$1,250	\$3,000	\$3,000
Automotive Repairs	\$667	\$129	\$1,000	\$500
Travel & Subsistence	\$0	\$105	\$0	\$0
Gasoline & Oil	\$5,249	\$1,582	\$17,500	\$8,000
Other Materials & Supplies	\$92	\$0	\$0	\$0
Maintenance & Service Contracts	\$96	\$420	\$0	\$0
Other Expenses	\$41,189	\$29,332	\$60,000	\$56,547
Disposal Fees - Contract/Regional Landfill	\$1,289,178	\$613,653	\$1,275,000	\$1,275,000
Disposal Fees - Other	\$89,622	\$39,375	\$90,000	\$90,000
Fees for Collection Services	\$1,453,759	\$735,629	\$1,472,000	\$1,505,830
Depreciation & Amortization	\$40,127	\$21,133	\$0	\$0
Bad Debt	\$190,000	\$95,000	\$195,000	\$190,000
Bag Sales Bad Debt: UWC	\$0	\$0	\$0	\$0
Retirement	\$13,825	\$26,167	\$41,700	\$36,862
Social Security	\$16,479	\$9,003	\$18,206	\$18,077
Workers Compensation	\$4,000	\$3,192	\$9,059	\$7,000
Health Insurance	\$27,612	\$18,824	\$31,430	\$45,000
Total Operating Expenses	\$3,660,051	\$1,837,812	\$3,724,182	\$3,732,612
Non-Operating Expenses				
Contingency	\$0	\$0	\$318	\$138
Capital Projects	\$0	\$0	\$33,500	\$4,250
Transfer to Other Depts	\$80,000	\$47,000	\$94,000	\$60,000
Interest Expense	\$16,000	\$8,000	\$16,000	\$16,000
Total Non-Operating Expenses	\$96,000	\$55,000	\$143,818	\$80,388
Total Expenses	\$3,756,051	\$1,892,812	\$3,868,000	\$3,813,000

Oneida Herkimer Solid Waste Authority

Mohawk Waste Collection

2011 Proposed Budget

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Other Fees & Services	\$8,022	\$3,799	\$6,000	\$8,000
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$3,348	\$1,605	\$4,000	\$3,500
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$4,700	\$2,350	\$4,700	\$4,700
Disposal Fees - Contract/Regional Landfill	\$50,599	\$25,497	\$50,000	\$51,000
Disposal Fees - Other	\$2,107	\$1,153	\$2,000	\$2,000
Fees for Collection Services	\$77,849	\$39,218	\$80,500	\$82,000
Total Operating Expenses	\$146,625	\$73,622	\$147,200	\$151,200
Non-Operating Expenses				
Contingency	\$0	\$0	\$7,800	\$5,000
Interest Expense	\$0	\$0	\$0	\$0
Total Non-Operating Expenses	\$0	\$0	\$7,800	\$5,000
Total Expenses	\$146,625	\$73,622	\$155,000	\$156,200

**Oneida Herkimer Solid Waste Authority
Frankfort Waste Collection
2011 Proposed Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Other Fees & Services	\$3,019	\$2,214	\$3,500	\$3,700
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$4,150	\$2,075	\$4,200	\$4,300
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$4,300	\$2,150	\$4,300	\$4,300
Disposal Fees - Contract/Regional Landfill	\$51,719	\$25,706	\$51,000	\$51,000
Disposal Fees - Other	\$1,003	\$577	\$1,000	\$1,000
Fees for Collection Services	\$57,000	\$29,500	\$60,400	\$60,500
Total Operating Expenses	\$121,191	\$62,222	\$124,400	\$124,800
Non-Operating Expenses				
Contingency	\$0	\$0	\$800	\$500
Total Non-Operating Expenses	\$0	\$0	\$800	\$500
Total Expenses	\$121,191	\$62,222	\$125,200	\$125,300

**Oneida Herkimer Solid Waste Authority
 Ilion Waste Collection
 2011 Proposed Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Other Fees & Services	\$22,472	\$11,071	\$24,000	\$24,000
Toter Rental Fees	\$7,631	\$4,146	\$8,000	\$8,500
Tipping Fees Waste & C&D	\$138,690	\$66,811	\$140,000	\$140,000
Tipping Fees Green Waste	\$5,306	\$2,549	\$4,000	\$4,000
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$0	\$0	\$0	\$0
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$5,200	\$2,600	\$5,200	\$5,200
Disposal Fees - Contract/Regional Landfill	\$0	\$0	\$0	\$0
Disposal Fees - Other	\$0	\$0	\$0	\$0
Fees for Collection Services	\$307,233	\$154,823	\$310,450	\$301,900
Total Operating Expenses	\$486,532	\$242,000	\$491,650	\$483,600
Non-Operating Expenses				
Contingency	\$0	\$0	\$5,050	\$400
Total Non-Operating Expenses	\$0	\$0	\$5,050	\$400
Total Expenses	\$486,532	\$242,000	\$496,700	\$484,000

**Oneida Herkimer Solid Waste Authority
Dolgeville
2011 Proposed Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Other Fees & Services	\$3,928	\$1,418	\$3,000	\$3,200
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$3,606	\$1,809	\$3,600	\$3,700
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$3,500	\$1,801	\$3,500	\$3,500
Disposal Fees - Contract/Regional Landfill	\$32,807	\$15,956	\$33,000	\$33,000
Disposal Fees - Other				
Fees for Collection Services	\$69,332	\$35,496	\$71,600	\$76,000
Total Operating Expenses	\$113,173	\$56,480	\$114,700	\$119,400
Non-Operating Expenses				
Contingency	\$0	\$0	\$400	\$600
Total Non-Operating Expenses	\$0	\$0	\$400	\$600
Total Expenses	\$113,173	\$56,480	\$115,100	\$120,000

**Oneida Herkimer Solid Waste Authority
Herkimer Waste Collection
2011 Proposed Budget**

	2009 <input type="checkbox"/>	2010	2010	2011
	Actual	Actual	Amended	Proposed
		6 Mo.	Budget	Budget
Operating Expenses				
Other Fees & Services	\$6,936	\$3,655	\$5,500	\$6,900
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$14,272	\$7,236	\$14,500	\$14,600
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$5,500	\$2,750	\$5,500	\$5,500
Disposal Fees - Contract/Regional Landfill	\$119,748	\$61,176	\$117,500	\$120,000
Disposal Fees - Other	\$4,621	\$2,094	\$3,000	\$3,000
Fees for Collection Services	\$180,667	\$92,000	\$185,600	\$186,000
Total Operating Expenses	\$331,744	\$168,911	\$331,600	\$336,000
Non-Operating Expenses				
Contingency	\$0	\$0	\$400	\$500
Refund of Prior Year Surplus		\$8,875		\$0
Total Non-Operating Expenses	\$0	\$8,875	\$400	\$500
Total Expenses	\$331,744	\$177,786	\$332,000	\$336,500

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Timothy P. Fitzgerald
Laurie Lisi
Paul J. Hernon
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.

Dawn Catera Lupi
First Assistant

FN 20 10 - 380

Todd C. Carville
Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline

FIVE
OCT 20 2010

PUBLIC SAFETY

October 18, 2010

WAYS & MEANS

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

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following budget transfers within the Law Enforcement cost center to cover current deficits as well as remaining expenses for the remainder of 2010:

TO:

A1162.425	Law Enforcement, Training & Special Schools	\$670
A1162.425	Law Enforcement, Training & Special Schools	\$548
A1162.454	Law Enforcement, Travel - Meetings & Seminars	\$500
A1162.454	Law Enforcement, Travel - Meetings & Seminars	\$358

FROM:

A1162.212	Law Enforcement, Computer Hardware	\$670
A1162.436	Law Enforcement, Uniforms & Clothing	\$548
A1162.491	Law Enforcement, Other Materials & Supplies	\$500
A1162.196	Law Enforcement, Investigations	\$358

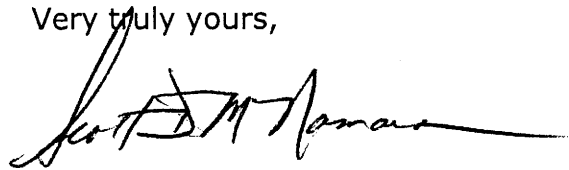
At your earliest convenience, please submit this request to the Board of Legislators for their approval.

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV - 8 PM 3:01

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Page Two

Thank you for your time and assistance in this matter.

Very truly yours,

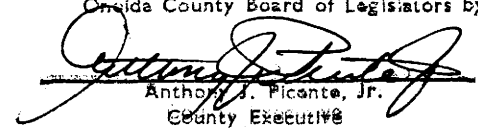


Scott D. McNamara
Oneida County District Attorney

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cc: Hon. Gerald J. Fiorini, Chairman
Hon. David J. Wood, Majority Leader
Hon. Patricia A. Hudak, Minority Leader
Hon. Les Porter, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

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



Anthony J. Picente, Jr.
County Executive

Date 7-8-10

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENIS S. DAVIS
Commissioner

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

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

October 14, 2010

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

FN 20 10 - 381

PUBLIC WORKS
WAYS & MEANS

2010 NOV - 8 11:3:01
ONEIDA COUNTY LEGISLATURE

Dear County Executive Picente,

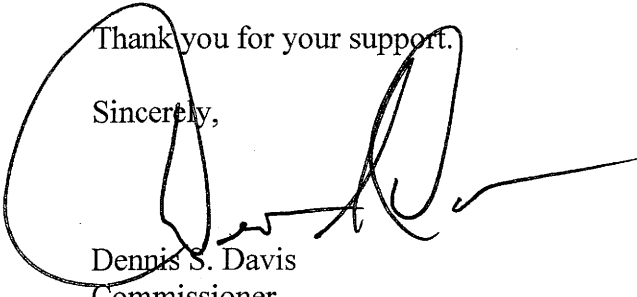
Reconstruction of the Oneida County Office Building 2nd floor is underway and it is time to secure professional consulting services for Asbestos Abatement and Reconstruction of the Oneida County Office Building 6th floor.

Proposals were solicited and received from interested Consultants to provide Construction Management services. On June 16, 2010, the Oneida County Board of Acquisition and Contract accepted a proposal from H.R. Beebe, Inc.

Please consider the enclosed contract with H.R. Beebe, Inc. for \$115,219.00, to provide Construction Management services associated with abatement and reconstruction of the Oneida County Office Building 6th floor. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your support.

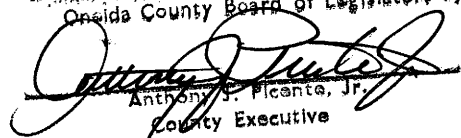
Sincerely,



Dennis S. Davis
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner

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



Anthony J. Picente, Jr.
County Executive

Date 11-8-10

Oneida County Department: Public Works

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **H.R. Beebe, Inc., Utica, NY**

Title of Activity or Service: **Professional Consulting Services**

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

Summary Statements:

1) Narrative Description of Proposed Services:

Provide Construction Management services associated with Asbestos Abatement and Interior Renovations at the Oneida County Office Building.

2) Program/Service Objectives and Outcomes:

Abate and renovate the 6th floor of the Oneida County Office Building.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$115,219.00**

Oneida County Department Funding Recommendation: **\$115,219.00**

Account # **H-305**

Proposed Funding Source: Federal 0% State 0% County 100%

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments



AIA[®]

Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the _____ day of _____ in the year _____

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Oneida County
800 Park Ave
Utica, NY 13501
Telephone Number: 315-793-6236
Fax Number: 315-768-6299

and the Construction Manager:

(Name, legal status, address and other information)

H.R. Beebe, Inc.
6153 Trenton Road
P.O. Box 240
Utica, NY 13503
Telephone Number: 315-724-6177
Fax Number: 315-724-1187

for the following Project:

(Name, location and detailed description)

Oneida County Office Building Reconstruction - 6th Floor
800 Park Ave.
Utica, NY 13501

The Architect:

(Name, legal status, address and other information)

Bonacci Architects, PLLC
110 Fulton Street
Utica, NY 13501
Telephone Number: (315) 797-8666
Fax Number: (315) 735-3605

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1481654634)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

See Exhibit A

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$2,000,000.00

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

Planning/ACM Testing: 30 days
Schematic Design Phase: 30 days
Design Development Phase: 25 days
Construction Documents: 40 days

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User Notes:

(1481654634)

Bidding/Award Phase: 52 days

.2 Commencement of construction:

January 03, 2011

.3 Substantial Completion date or milestone dates:

September 1, 2011

.4 Other:

not applicable

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Open Competitive Bid in conformance with New York State General Municipal Law.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Open Competitive Bid in conformance with New York State General Municipal Law

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

See Exhibit A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Mark E. Laramie, PE
6000 Airport Road
Oriskany, NY 13501
Telephone Number: (315) 793-6236
Fax Number: (315) 768-6299

Email Address: mlaramie@ocgov.net

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

not applicable

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

Init.

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Other:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

unknown at time of execution

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

James Garito
6153 Trenton Road
PO Box 240
Utica, NY 13501
Telephone Number: (315) 724-6177

Mobile Number: (315) 292-0542

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

See Exhibit A

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:
(List name, legal status, address and other information.)

.2 Other consultants:

unknown at time of execution

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

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User Notes:

(1481654634)

unknown at time of execution

§ 1.1.15 Other Initial Information on which the Agreement is based:

not applicable

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than See Exhibit B (\$ See Exhibit B) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than See Exhibit B (\$ See Exhibit B) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than See Exhibit B (\$ See Exhibit B).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than See Exhibit B (\$ See Exhibit B) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

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ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services

Init.

for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

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§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

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§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

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§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding Submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

none

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§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

none

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

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§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager’s responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility <i>(Construction Manager, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Measured drawings	Not Provided	
§ 4.1.2 Architectural interior design (B252™–2007)	Not Provided	
§ 4.1.3 Tenant-related services	Not Provided	
§ 4.1.4 Commissioning (B211™–2007)	Not Provided	
§ 4.1.5 LEED® certification (B214™–2007)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

none

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the

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need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Fourteen (14) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent

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that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

Init.

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User Notes:

(1481654634)

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Init.

Lump Sum Fee of \$2,464.00.

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Construction Phase Services: Not-To-Exceed Lump Sum Fee of \$112,755.00

Reimbursable Expenses: Not-To-Exceed Lump Sum Fee of \$750.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be based on hourly rates contained in Exhibit C - Hourly Rate Schedule or as mutually agreed to by both parties.

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Ten percent (10.00%), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Project Director	\$71.00
Project Manager/Field	\$62.00
Administrative Assistant	\$32.00

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and

Init.

.11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent (0.00%) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

per annum

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

See Exhibit A – Special Terms and Conditions

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A – Special Terms and Conditions
Exhibit B - Insurance Requirements
Exhibit C - Consultant Certification
Exhibit D - Solid Waste Certification
Exhibit E – Fee Schedule

init.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Anthony J. Picente Jr, Oneida County Executive
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

James Garito, Vice President of Construction Management
(Printed name and title)

Init.

Additions and Deletions Report for **AIA[®] Document C132[™] – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:35:18 on 09/13/2010.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year _____

...

Oneida County
800 Park Ave
Utica, NY 13501
Telephone Number: 315-793-6236
Fax Number: 315-768-6299

...

H.R. Beebe, Inc.
6153 Trenton Road
P.O. Box 240
Utica, NY 13503
Telephone Number: 315-724-6177
Fax Number: 315-724-1187

...

Oneida County Office Building Reconstruction - 6th Floor
800 Park Ave.
Utica, NY 13501

...

Bonacci Architects, PLLC
110 Fulton Street
Utica, NY 13501
Telephone Number: (315) 797-8666
Fax Number: (315) 735-3605

PAGE 2

TABLE OF ARTICLES

...

See Exhibit A

...

See Exhibit A

...

\$2,000,000.00

...

Planning/ACM Testing: 30 days
Schematic Design Phase: 30 days
Design Development Phase: 25 days
Construction Documents: 40 days
Bidding/Award Phase: 52 days

PAGE 3

January 03, 2011

...

September 1, 2011

...

not applicable

...

Open Competitive Bid in conformance with New York State General Municipal Law.

...

Open Competitive Bid in conformance with New York State General Municipal Law

...

See Exhibit A

...

Mark E. Laramie, PE
6000 Airport Road
Oriskany, NY 13501
Telephone Number: (315) 793-6236
Fax Number: (315) 768-6299

...

Email Address: mlaramie@ocgov.net

...

not applicable

PAGE 4

unknown at time of execution

...

James Garito
6153 Trenton Road
PO Box 240
Utica, NY 13501
Telephone Number: (315) 724-6177

Mobile Number: (315) 292-0542

...

See Exhibit A

...

unknown at time of execution

PAGE 5

unknown at time of execution

...

not applicable

...

§ 2.6.1 Comprehensive General Liability with policy limits of not less than See Exhibit B (\$ See Exhibit B) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than See Exhibit B (\$ See Exhibit B) combined single limit and aggregate for bodily injury and property damage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than See Exhibit B (\$ See Exhibit B).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than See Exhibit B (\$ See Exhibit B) per claim and in the aggregate.

PAGE 10

none

PAGE 11

none

PAGE 12

§ 4.1.1 Measured drawings	<u>Not Provided</u>	
§ 4.1.2 Architectural interior design (B252™-2007)	<u>Not Provided</u>	
§ 4.1.3 Tenant-related services	<u>Not Provided</u>	
§ 4.1.4 Commissioning (B211™-2007)	<u>Not Provided</u>	
§ 4.1.5 LEED® certification (B214™-2007)	<u>Not Provided</u>	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	<u>Not Provided</u>	

...

none

PAGE 13

§ 4.3.3 If the services covered by this Agreement have not been completed within Fourteen (14) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

PAGE 16

Litigation in a court of competent jurisdiction

PAGE 19

Lump Sum Fee of \$2,464.00.

...

Construction Phase Services: Not-To-Exceed Lump Sum Fee of \$112,755.00

Reimbursable Expenses: Not-To-Exceed Lump Sum Fee of \$750.00

...

not applicable

...

Compensation shall be based on hourly rates contained in Exhibit C - Hourly Rate Schedule or as mutually agreed to by both parties.

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Ten percent (%), ~~10.00%~~, or as otherwise stated below:

...

<u>Project Director</u>	<u>\$71.00</u>
<u>Project Manager/Field</u>	<u>\$62.00</u>
<u>Administrative Assistant</u>	<u>\$32.00</u>

PAGE 20

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent (~~%~~0.00%) of the expenses incurred.

...

§ 11.7.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

%—per annum

...

See Exhibit A – Special Terms and Conditions

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Exhibit A – Special Terms and Conditions

Exhibit B - Insurance Requirements

Exhibit C - Consultant Certification

Exhibit D - Solid Waste Certification

Exhibit E – Fee Schedule

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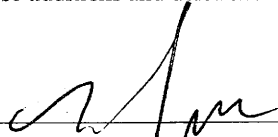
Anthony J. Picente Jr, Oneida County Executive

James Garito, Vice President

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Mark E. Laramie, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:35:18 on 09/13/2010 under Order No. 6514243481_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



Mark E. Laramie, P. E.
Deputy Commissioner
Division of Engineering
Oneida County D. P. W.

(Title)

(Dated)

10/14/2010

EXHIBIT A

ARTICLE 12 – SPECIAL TERMS AND CONDITIONS

12.1. The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.

12.2. Project Description

12.2.1.1. The intent of this project is to completely abate all asbestos containing materials on the sixth (6th) floor of the County Office Building and then construct office space for various County departments. It is anticipated at this time the offices currently located on the third (3rd) floor shall be relocated to the sixth (6th) fifth floor. Those offices include Central Services, Purchasing, Personnel/Labor Relations, Health Insurance, Naturalization, Oneida County Federal Credit Union, Veteran's Services, Pistol Permits, Assigned Counsel, and the Cafeteria.

12.2.1.2. Prior to abatement of asbestos containing materials, the sixth (6th) floor will be vacated by relocating existing offices to locations throughout the County Office Building.

12.2.1.3. It is imperative that this project does not hinder daily operations at the County Office Building. The building shall remain open to the public without inconvenience during regular business hours.

12.3. Additional Terms and Conditions

12.3.1. Abatement of Asbestos Containing Materials will be a major part of this project. All operations performed by the Abatement Contractor shall be strictly controlled. The Architect's asbestos abatement design sub-consultant shall be responsible for project monitoring, air sampling, and all other activities required by the New York State Department of Labor. The Construction Manager shall not be responsible for the abatement, handling, or disposal of asbestos containing materials. The Construction Manager will be responsible for coordination of the asbestos abatement construction schedule, coordination of Abatement Contractor work activities inside and outside regulated work areas and potentially observation of work activities within regulated work areas. The purpose of observing work activities within regulated work areas shall be to facilitate enforcement of construction schedules, assure that all work is being performed in the best interest of Oneida County, and minimize or eliminate the impact of abatement activities on building occupants and visitors.

12.3.2. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Construction Manager may retain copies for reference. These documents shall not be used by the Construction Manager for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adaptation by Construction Manager shall be at the County's sole risk.

12.3.3. Delete Article 8.2, Mediation, in its entirety.

12.3.4. Delete Article 8.3, Arbitration, in its entirety.

12.3.5. All disputes shall be resolved via Litigation in a court of competent jurisdiction

12.3.6. Consultant shall submit detailed time and reimbursable expense log with each payment request. Time logs shall include title, date, task and hours worked. Reimbursable expense logs shall include date, task and actual cost.

EXHIBIT A
ARTICLE 12 – SPECIAL TERMS AND CONDITIONS

12.3.7. Consultant Services shall include, but not be limited to, the following.

12.3.8. Staffing.

12.3.8.1. Construction Manager shall provide sufficient staffing in the Pre-Construction phase to accomplish all work items and prevent unnecessary delays.

12.3.8.2. Construction Manager shall provide sufficient staffing in the Construction Phase to effectively manage all work, support the most current Project Schedule and Budget, and expedite paperwork in a timely manner.

12.3.8.3. If Oneida County determines that insufficient staffing is being provided in either the Pre Construction or Construction Phase, additional staffing shall be provided immediately. Additional staffing shall be provided at no additional cost unless the need for additional staffing is a result of Out Of Scope work.

12.3.9. All plans and specifications prepared, procedures and policies implemented, and actions taken shall conform to New York State General Municipal Law as it applies to public works projects.

12.3.10. Oneida County shall pay all permit fees.

12.3.11. Oneida County shall reproduce, distribute, receive, and open all bid packages.

12.3.12. Additional services shall not be performed unless requested and approved in advance by the County.

12.3.12.1. Consultant shall supply additional services as requested by the County and agreed to by Consultant. Where Consultant provides additional services authorized by the County's designed representative, those services shall be reimbursed according to the Hourly Rate Schedule attached hereto. An alternate method of compensation may be established by prior written agreement of both parties.

12.3.12.2. Consultant shall notify the County immediately of potential fee increases. Payment shall not be made for out of scope work performed without prior authorization.

12.3.12.3. Progress payments for out of scope work performed shall be based on the percentage of work completed and/or on completion of major tasks.

12.3.13. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.

12.3.14. Consultant shall not discriminate against any individual in accordance with Local, State and Federal laws.

12.3.15. The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provisions in Oneida County contracts. All waste and recyclables generated within Oneida County by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority. Consultant shall be required to execute a certification reflecting these requirements.

EXHIBIT A

ARTICLE 12 – SPECIAL TERMS AND CONDITIONS

- 12.3.16. If the County, becomes party to any litigation resulting from this project that is not the fault of the Consultant and that requires the Consultant's services, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Consultant.
- 12.3.17. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 12.3.18. For determining applicable laws, the principal place of business of all parties to this agreement is Oneida County, New York.
- 12.3.19. Should the removal and/or containment of hazardous substances be or become an element in this project, it is recognized by all parties that the Consultant has had no role nor has it shared in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.
- 12.3.20. The Consultant agrees to immediately report any concerns or questions regarding hazardous substances and/or suspected handling or disturbance of hazardous substances to the Oneida County Commissioner of Public Works.
- 12.3.21. It is also recognized that Consultant is compensated largely on the basis of time spent in rendering services and not on the basis of the legal liabilities created by the risks associated with hazardous wastes or materials.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Insurance Agent; Name and Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Contractor; Name and Address	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				Provide Minimum Limits As Required by New York State Law
		OTHER Professional Liability				\$1,000,0000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oneida County added as a named insured to General, Auto, and Excess Liability policies on a primary basis.

CERTIFICATE HOLDER County of Oneida & Department of Public Works c/o Commissioner of Finance 800 Park Ave., Utica, NY 13501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	--

EXHIBIT C

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of H.R. Beebe, Inc., a company organized under the laws of the State of New York, having their principal office for the transaction of business at 6153 Trenton Road, Utica, NY 13502, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or
 - (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or
 - (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):
-

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

Company: H.R. Beebe, Inc.
By: James Garito
Name: James Garito
Title: VP of Construction Management
Date: 10/4/10
Attest: Diana Sluway

Exhibit D

CONSULTANT RECYCLING
AND
SOLID WASTE MANAGEMENT CERTIFICATION FORM

FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Consultant agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Consultant agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Consultant and any sub-consultants. Upon awarding of this contract, and before work commences, the Consultant will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Consultant and any sub-consultants in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

James Garito

Printed Name of Signee

VP of Construction Management

Title

James Garito

Signature

10/4/10

Date

Pre-bid/Preconstruction/Design Phase/Bid Packages

Scope:

- Attend Meetings
- Bid Document Review
- Assist in Scheduling/Phasing/Owner Interface
- Bid Packaging with Alternates (similar to 5th floor)
- Assist in Preparation of Contract Documents for Bidding
- Pre-bid Conference and Award
- Bidding and Administrative Requirements

Pre-bid/Preconstruction/Design Phase/Bid Packages Phase Personnel Costs

Project Director		
Pre-Bid Phase: (24 hours @ \$71.00/hr.)	\$	1,704.00
Project Manager/Field		
Pre-Bid Phase: (4 hours @ \$62.00/hr.)		248.00
Administrative Assistant/Secretarial Services		
Pre-Bid Phase: (16 hours @ \$32.00/hr.)		<u>512.00</u>
Total Prebid/Preconstruction Costs:		\$2,464.00

Construction Phase Services

Scope:

- Mobilization Construction Phase Services
- Team Meetings for Construction Phasing
- Staging and Coordination
- Receipt of Bids, Bidders Evaluation, and Recommendation for Award
- Preconstruction and Construction Phase Progress Meetings with Prime contractors
- Part-time on-site supervision during asbestos abatement
- Full-time on-site supervision of Prime contractors during construction phase
- Daily Reporting/Coordination/Job Records
- Construction Phase Troubleshooting
- Monthly Reports on Budget, Scope, and Schedule
- Change Orders and Allowance Authorizations

Asbestos Abatement Phase Personnel Costs - 6 weeks

Project Director		
Asbestos Abatement Phase: (18 hours @ \$71.00/hr.)	\$	1,278.00
Project Manager/Field		
Asbestos Abatement Phase: (30 hours @ \$62.00/hr.)		1,860.00
Administrative Assistant/Secretarial Services		
Asbestos Abatement Phase: (6 hours @ \$32.00/hr.)		<u>192.00</u>
Total for Asbestos Abatement Phase Personnel Costs		\$3,330.00



Construction Phase Personnel Costs - 37 weeks

Project Director		
Construction Phase: (37 hours @ \$71.00/hr.)	\$ 2,627.00	
Project Manager/Field		
Construction Phase: (1,480 hours @ \$62.00/hr.)	91,760.00	
Administrative Assistant/Secretarial Services		
Construction Phase: (296 hours @ \$32.00/hr.)	<u>9,472.00</u>	
Total for Construction Phase Personnel Costs		\$103,859.00

Closeout Phase Personnel Costs – 8 weeks

Project Director		
Closeout Phase: (32 hours @ \$71.00/hr.)	\$ 2,272.00	
Project Manager/Field		
Closeout Phase: (8 hours @ \$62.00/hr.)	496.00	
Administrative Assistant/Secretarial Services		
Closeout Phase: (64 hours @ \$32.00/hr.)	<u>2,048.00</u>	
Total Closeout Phase Personnel Costs		<u>\$4,816.00</u>
Total CM Services:		\$114,469.00

Reimbursable Expenses Budget – 1.0 x actual

\$75/month x 10 months		\$750.00
Office space, mailings, phone lines, and internet service (by Owner)		<u>0.00</u>
Total Reimbursable Expenses – Not to Exceed		\$ <u>750.00</u>
Total Proposal:		<u>\$115,219.00</u>

Summary with Savings Option:

Preconstruction Phase	\$ 2,464.00
Asbestos Abatement Phase	3,330.00
Construction Phase	103,859.00
Closeout Phase	4,816.00
Reimbursable Expenses (estimated amount)	<u>750.00</u>
	<u>\$115,219.00</u>

Revision to 13.5.1 of B801/CMA-1992:

If the basic services covered by this agreement go beyond the 43 weeks of construction and 8 weeks for closeout as stated in this proposal; additional services will be billed at the hourly rates stated in this proposal.

Exclusions:

- Claims Management
- Extended Closeout beyond 8 weeks or excessive hours (see estimated hours)



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2010

PRODUCER Phone: 315-673-2094 Fax: 315-673-1121
Reagan Insurance
8 E Main Street
P O Box 191
Marcellus NY 13108

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
H R Beebe, Inc.
6153 Trenton Rd.
PO Box 240
Utica NY 13503

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Company	10677
INSURER B: Everest National Ins Co. (AmW)	10120
INSURER C: American Zurich Ins Co (Oryx)	40142
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP0899213	1/1/2010	1/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired PhysDmg \$50,000 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CAA5899403	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	71C8000267101	1/1/2010	1/1/2011	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC488634100	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	OTHER Leased/Rented Equip. & Installation/BuildersRisk	CPP0899213	1/1/2010	1/1/2011	\$200,000 \$1,000 Ded. \$3,000,000 \$2,500 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *C105.2 to be issued by the insurance carrier & follow under separate cover
 *Auto Hired Physical Damage Deductibles \$500 Comp/\$500 Collision
 Certificate holder is listed as additional insured on the General Liability policy on a primary & non-contributory basis & as additional insured on the Auto Liability policy on a primary basis as required by written contract
 Per project aggregate applies on the General Liability policy
 Per location aggregate applies on the General Liability policy
 See Attached...

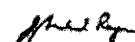
CERTIFICATE HOLDER

Oneida County
800 Park Ave.
Utica NY 13501-2975

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL PROVISIONS

Certificate holder is also listed as additional insured on the Umbrella policy
RE: Oneida County Office Building Reconstruction-6th Floor @ 800 Park Ave., Utica, NY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW YORK CONTRACTORS' COMMERCIAL GENERAL
LIABILITY BROADENED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	3
2. Unintentional Failure to Disclose Hazards	8
3. Damage to Premises Rented to You	8
4. Supplementary Payments	9
5. Medical Payments	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
Managers or Lessors of Premises;	
Lessor of Leased Equipment;	
Vendors;	
State or Political Subdivisions - Permits Relating to Premises;	
State or Political Subdivisions - Permits; and	
Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	14
11. Property Damage to Borrowed Equipment	14
12. Employees as Insureds - Specified Health Care Services:	14
Nurses;	
Emergency Medical Technicians; and	
Paramedics	
13. Broadened Notice of Occurrence	15

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000

4. Supplementary Payments

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1) The insurance afforded the vendor does not apply to:

a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b) Any express warranty unauthorized by you;

c) Any physical or chemical change in the product made intentionally by the vendor;

d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under in-

structions from the manufacturer, and then repackaged in the original container;

e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2) This insurance does not apply to any insured person or organization:

a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

b) When liability included within the "products-completed operations hazard" has been excluded under this Cover-

surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b) Supervisory, inspection, architectural or engineering activities.
- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 5. **Other Insurance** is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall

be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

- b. Include coverage for completed operations; or

- c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more re-



Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner



Phone: (315) 798-5903
Fax: (315) 798-6445

235 Elizabeth Street
Utica, New York 13501

FN 20 10-382

October 29, 2010



PUBLIC HEALTH
WAYS & MEANS

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

Honorable County Executive:

The Department of Mental Health has been awarded a grant from New York State Office of Mental Health (OMH) for 2010. This additional funding will support the services provided by Oneida County Youth Suicide Prevention Committee in conjunction with Family Services and the Oneida County Mental Health Department Depression Screening program.

There will be no additional cost to the County required in support of this request.

I therefore request your approval for the following **2010** supplemental appropriations:

TO:

AA# A4310.491 - Mental Health Administration-Other Materials and Supplies Expense: \$ 1,780.00

These supplemental appropriations will be fully supported by unanticipated revenue in:

RA# A2714-----Miscellaneous Revenue..... \$1,780.00

2010 NOV - 0 PM 3:14
ONEIDA COUNTY EXECUTIVE'S OFFICE

I also respectfully request to have this legislation acted on by the Board at their December 15, 2010 meeting.

Respectfully submitted,

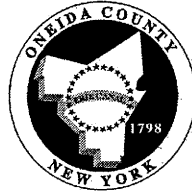
Linda M. Nelson
Commissioner of Mental Health

CC: County Attorney
Comptroller
Budget

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

Anthony J. Picente, Jr.
County Executive

Date 11-8-10



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501

November 1, 2010

FN 20 10-383

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

HUMAN RESOURCES

WAYS & MEANS

2010 NOV 8 PM 3:50
ONEIDA COUNTY LEGISLATURE

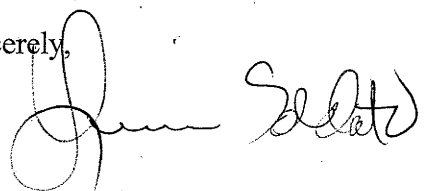
Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed are copies of a renewal Purchase of Services Agreement for Mohawk Valley Resource Center fro Refugees, Inc., 309 Genesee Street, Utica, New York 13501, which provides language interpreting services to allow the Department to communicate effectively with non-English speaking clients.

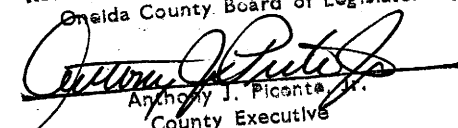
The agreement shall commence January 1, 2011 and run through December 31, 2011. The Department spent \$ 57,260 from November 1, 2009 through October 31, 2010 and has a local cost of 10% or \$ 5,726.

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

Sincerely,


Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente Jr.
County Executive
Date 11-8-10

36701
11/1/10

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Mohawk Valley Resource Center for Refugees, Inc.
309 Genesee Street
Utica, New York 13501

Title of Activity or Services: Language Interpreter Service

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served: The Department is in need of Interpreter Services for a number of service needs including but not limited to casework appointments, counseling appointments and eligibility services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor has the ability to provide language interpreter service to the Department to allow the Department to communicate with our Non-English speaking clients.

2). Program/Service Objectives and Outcomes -

The Department will be able to communicate effectively with the Non-English speaking clients.

3). Program Design and Staffing Level -

Total Funding Requested: \$ 50.00 per hour

Oneida County Dept. Funding Recommendation: Account #:A6101.495

Mandated or Non-mandated: Mandated

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

Federal	62 %	\$ 31.00 per hour
State	28 %	\$ 14.00 per hour
County	10 %	\$ 5.00 per hour

Cost Per Client Serves \$ 50.00 per hour

Past performance Served: The Department has contracted with this provider for this service since 2007. The Department spent \$ 57,260.00 from November 1, 2009 through October 31, 2010.

O.C. Department Staff Comments: With the growing Non-English speaking clients that the Department services, this is a cost effective way to break through the language barriers and will enable the Department to communicate effectively with our clients.

PURCHASE OF SERVICE AGREEMENT
BETWEEN
Oneida County Department of Social Services
and
Mohawk Valley Resource Center For Refugees, Inc.

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Mohawk Valley Resource Center for Refugees, Inc. 309 Genesee Street, Utica, New York 13501 (hereinafter called Contractor).

Whereas, the Department has need for Language Interpreter Services.

Whereas, the Department is mandated to make such Interpreter Services available between health care providers and recipients by the New York State Department of Social Services per 85INF-4

Whereas, the Department is in need of Interpreter Services for other service needs including but not limited to:

- (1). Casework Appointments .
- (2). Counseling Appointments.
- (3). Eligibility Services.

Whereas, the Mohawk Valley Resource Center for Refugees, Inc. has the ability to provide Interpreter Service for the Department.

Now, therefore, the Contractor agrees to provide interpreters for the Department with hours from 8:30am – 4:30pm with a one hour minimum. The Department agrees to pay the Contractor for services at a rate of \$ 50.00 for the first hour and \$ 10.00 for each additional ¼ hour increments or discounted rate for additional full hours at a rate of \$ 30.00 per hour after the minimum one hour requirement has been achieved. In the instance of a Client no show the interpreter will wait 20 minutes for client and will leave after that point and the Department will be charged a \$ 20.00 no show fee.

Appointment Scheduling: Contractor requests all scheduling of service 48 hours prior to appointments and requests a 24 hours advance notice of any cancellation of appointments.

The Department reserves the right to purchase blocks of time for interpreter services according to a set schedule each week at a flat rate of \$ 30.00 per hour with a 3 hour minimum block. A block schedule if implemented will be agreed upon by the Contractor and the Commissioner of Social Services.

The term of this Agreement shall begin January 1, 2011 and terminate December 31, 2011 and can be terminated prior to that date, upon 30 day notice to the Contractor. Payment for services shall be made to the Contractor upon submission of a County Voucher. The Voucher shall be accompanied by a listing of clients, DSS / MA Case #, dates and times of service.

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulation promulgated thereunder and shall not be disclosed except as authorized by law.

The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.

The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

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

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

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

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and

the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §

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

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

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

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

The Contractor will keep accurate records for each public charge receiving services under this Agreement.

The Contractor agrees to maintain financial records and necessary supporting documents as required by the Department. Such financial and statistical records shall be made available to authorized County, State and / or Federal staff for review and Audit upon request.

This Agreement may be terminated by either party upon 30 days notice to the other party.

The Contractor agrees to provide a Quarterly Program Evaluation.

It should be the responsibility of representatives of the County of Oneida involved either directly or

Page 5 of 9

through contract services to have those representatives observe negative living conditions in the residences that are inspected and to report those conditions to the responsible code department for the municipality in which they are located or to the Department of State, if the Municipality has no code enforcement agency. Each representative will have a check list and will complete the check list after making visual inspections and will also report any gross deviations from normal living standards not included on the check list.

The Department is responsible for determination of eligibility for Public Assistance / Medicaid Programs.

In the event of a Fair Hearing, the Contractor shall limit the role to that of Interpreter.

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

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless for any liability arising from any act of omission or commission by the Contractor with respect to the Agreement or any term thereof.

This Agreement cannot be assigned by the Contractor excepting as stated above, without obtaining written approval of the Department

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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

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

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

*Mohawk Valley Resource Center for Refugees
Interpreter Services*

*# 36701
January 1, 2011 – December 31, 2011*

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

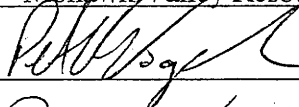
Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 10-15-10

Agency: Mohawk Valley Resource Center for Refugees

Authorized Signature: 

Print Authorized Name: Peter D. Vegetarian

Title: Executive Director

.....

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

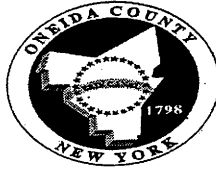
Mohawk Valley Resource for Refugees
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Peter J. Vogliaan, Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]
SIGNATURE

12-15-10
DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 1, 2010

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

FN 20 10 : 384

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV -8 PM 3:50

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Personal Care Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Purchase of Services Agreement for Personal Care Services to be provided by Homemakers of the Mohawk Valley, Inc., d/b/a Care Givers, 2465 Sheridan Drive, Buffalo New York 14240. The Contract is established for the year January 1, 2011 through December 31, 2011. New York State Department of Health establishes the Personal Care Rates. The cost of this service was \$ 312,927 from October 2009 through September 2010 with a local share of 10 % or \$ 31,292.70.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 11-8-10

11/1/10
12702

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Homemakers of the Mohawk Valley Inc., d/b/a CareGivers
2465 Sheridan Drive
Tonawanda, New York 14150

Local Office: 1900 Genesee Street
Utica, New York, 13502

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served: Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 17.00 - \$ 24.00 per hour -Rates determined by New York State – Rates quoted are the highest rates and vary by level of care needed.

Oneida County Dept. Funding Recommendation: Account # A6102.495

Mandated or Non-mandated: Mandated service

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

Federal	62 % -	\$ 194,014.74
State	28 % -	\$ 87,619.56
County	10 % -	\$ 31,292.70

Cost Per Client Served: \$ 17.00 - \$ 24.00 per hour however, rates vary as to the level of care required.

Past performance Served: The Department has had a contract with Homemakers of the Mohawk Valley, Inc., (d/b/a Care Givers) since 1984. This contract is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state was \$ 312,927.00 from October 2009 through September 2010 with a cost to the Department equaling approximately \$ 31,292.70.

O.C. Department Staff Comments: The Department is satisfied with this provider and contracts with a number of agencies to ensure availability of service.

Agreement

BETWEEN A LOCAL SOCIAL SERVICES DISTRICT AND A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PURSUANT TO TITLE 11 OF ARTICLE 5 OF THE NEW YORK SOCIAL SERVICE LAWS AND TITLE XIX OF THE UNITED STATES SOCIAL SECURITY ACT).

FOR TITLE XIX SERVICES ONLY

MADE THIS 1ST DAY OF JANUARY, 2011

BETWEEN ONEIDA COUNTY THE SOCIAL SERVICES DISTRICT LOCATED AT 800 PARK AVENUE, UTICA, NEW YORK, 13502 (HEREINAFTER CALLED THE DISTRICT), AND HOMEMAKERS OF THE MOHAWK VALLEY, INC. LOCATED AT 2465 SHERIDAN DRIVE, TONAWANDA, NEW YORK, 14150 (HEREINAFTER CALLED THE PROVIDER)

This Agreement is between Oneida County Department of Social Services, a municipal corporation of the State of New York, hereinafter referred to as the Social Services District, having its principal office at 800 Park Avenue, Utica, New York 13501 and Homemakers of the Mohawk Valley, Inc. (Provider) having its principal office at 2465 Sheridan Drive, Tonawanda, New York 14150.

The parties hereto desire to make available to the County of Oneida, Personal Care Services under Title XIX of the Federal Social Security Act.

The Social Services District is authorized, pursuant to Section 365-a(2)(e) of the New York State Social Services Law and 18 New York Code of Rules and Regulation (NYCRR) and/or other New York State Department of Health regulations, to provide personal care services to persons eligible to receive said services; and

The Social Services District is desirous of obtaining personal care services to be rendered to recipients of Medical Assistance (Medicaid) for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable state law; and

The Provider herein represents that he or she will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable state law and which are eligible for reimbursement thereto;

THEREFORE, the parties signing and executing this instrument do in consideration of the above agree as follows:

1. Providers as Independent Contractors

The Social Services District and the Provider agree that the Provider is an independent Contractor and is not in any way to be deemed an employee of the Social Services District or the State Department of Health. The Provider agrees that it will, at all times, indemnify and hold the Social Services District and the State Department of Health and their officers or employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Provider, its officers or employees with respect to this Agreement and any of the terms thereof. It is further understood and agreed that no agent, servant or employee of the Provider shall, at any time, or under any circumstances, be deemed to be an agent, servant, or employee of the Social Services District or State Department of Health. Notwithstanding the foregoing, the Provider shall not be required to indemnify the Social Services District or the State Department of Health for any losses resulting solely from the provider's negligence.

2. Provision of Personal Care Services

The Provider agrees to provide personal care services, as defined in New York State 18 NYCRR to recipients of Medicaid, as defined in Title 11 of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act, if requested to provide said services by a social services district, pursuant to the order(s) and/or prescription(s) of a physician, in accordance with a plan of care and to be

supervised by a registered nurse, subject to the conditions set forth in the regulations of New York State 18 NYCRR or superseding provisions.

3. Authorization and Request for Personal Care Services

It shall be the sole responsibility of the Social Services District to determine the eligibility of a client. The Social Services District and/or eMedNY shall not reimburse the Provider for personal care services provided to persons who have not been determined eligible and authorized by the Social Services District to receive such services and when such services are not provided in accordance with the written authorization of the Social Services District. The Social Services District and/or eMedNY shall reimburse the Provider only for such personal care services authorized and provided in accordance with the policies and procedures of the Social Services District.

It shall be the sole responsibility of the Social Services District to notify the Provider of the service authorization of each client including the functions and tasks required.

The Social Services District will forward to the Provider written confirmation of each telephoned service authorization within seven working days of such notification.

4. Obligation to Utilize Provider

The Social Services District shall not be obligated to utilize the services of the Provider(s).

5. District's Termination of Contract

The Social Services District shall have the right to terminate this Agreement under the following conditions:

- a Upon receipt of notification that Federal and/or State reimbursement is no longer available for the services to be provided.
- b Failure of the personal care agency to perform its obligations pursuant to this Agreement and the requirements of 18 NYCRR 505.14.
- c Violation by the Provider of any of the material terms of this Agreement or participation in Medicaid fraud.
- d Except for emergencies when the patient's health and safety is in immediate jeopardy, the Social Services District shall give the Provider thirty (30) days written notice of intention to terminate services of the Provider under this Agreement; in the event of termination, the Provider shall, within five (5) working days, transfer copies of any and all records pertaining to any individual who has been or is receiving services provided by the Provider to the Social Services District. The Provider shall retain its original client care records and, within five (5) working days, transfer a copy of any and all client care records in lieu of originals which shall be retained by the Provider for at least six (6) years beyond the date of termination of the contract between Provider and district.
- e The cessation of services to a particular recipient shall not render this entire Agreement void or voidable.

6. Provider's Termination of Contract

The Provider shall have the right to terminate this Agreement under the following conditions:

- a. If there is an imposition of new or additional requirements by the Federal or State governments as a condition to continued Federal or State reimbursement which the Provider reasonably finds unacceptable;
- b. The State Department of Health has, pursuant to the provisions of this Agreement, reduced the rate paid to the Provider and the Provider finds such reduced rate to be unacceptable.
- c. The provider shall give the Social Services District thirty (30) days written notice of its intention to terminate services to the district or any individual who would otherwise remain eligible to continue receiving personal care services. This written notice of termination shall contain the reasons for termination and the effective dates.

7. Close-Out Procedures

Upon termination or expiration of this Agreement, the Provider shall comply with all State Department of Health and Social Services District's close-out procedures, including, but not limited to:

- a. Turn over to the State Department of Health or the Social Services District all books, client records, client documents and material relating to client services.
- b. Not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Provider on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the Social Services District in accordance with the terms of this Agreement if the Social Services District receives notice of such obligations within thirty (30) days after the date of termination, overpayments or funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- c. Account for the refund to the Social Services District within thirty (30) days after the date of termination, overpayments of funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- d. Submit to the State Department of Health within ninety (90) days after the date of termination or expiration, a final report of receipt and expenditure of funds relating to this Agreement. The report shall be made by a certified public accountant.

8. Terms of Agreement

This Agreement will be in effect for one year and will be automatically renewed at the end of the year and each subsequent year unless terminated. Either party may terminate this agreement at any time, with or without cause, by providing at least thirty days advance written notice of the termination to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of termination.

9. Jurisdiction of District

The Provider agrees that its employees or agents rendering personal care services shall be subject to the jurisdiction of the district and/or its designee, when such designee has been approved by the State Department of Health. It is understood and agreed that the Social Services District retains the right to maintain and continue case management for any recipients of Medicaid and that the activities of the Provider shall be subject to the monitoring of the Social Services District and the State Department of Health, in accordance with the requirements of 18 NYCRR.

10. Agreement to Renegotiate

The parties agree to renegotiate this Agreement in the event that the United States Department of Health and Human Services or the State Department of Health issue new or revised requirements on the Social Services District as a condition for receiving continued Federal or State reimbursement.

11. Amendment of Contract

This Agreement may be amended whenever determined necessary by the Social Services District and the Provider, if such amendments are approved by the State Department of Health. All amendments must be in writing, duly signed by both parties, and be annexed to the contract.

12. Fair Hearings

The Social Services District shall be responsible for providing notice to recipients of the recipient's right to a State fair hearing as required by Federal and State Law and regulations, and the manner in which a State fair hearing may be requested. The Provider, upon request of the Department, shall participate in State fair hearings when necessary for the determination of issues.

13. Adequacy of Service Notices

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of service notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and any other matters of procedures relating to the furnishing of personal care services by the Provider.

14. Adequacy of Provider Services

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of services provided by the agency. As required in 10 NYCRR 766.10 (d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; b) ensuring the quality of all services provided by the agency; and c) ensuring adherence by the agency staff to the plan of care established for patients.

15. Liability Insurance

The Provider shall obtain and maintain in full force and effect liability or other insurance in an amount sufficient to protect the Social Services District and the State Department of

Health from any potential liability that may accrue as a result of any actions of the Provider; such coverage may be an endorsement to an existing policy of the Provider. Regardless of the form or manner of coverage, the insurer shall be requested by the Provider to provide the Social Services District with a written acknowledgment of coverage, the terms and conditions thereof, and a commitment to notify the Social Services District at least ten days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

16. Fiscal Reports

The Provider shall make the necessary and/or required employer payroll reports, deductions, and tax, insurance, or other payments, including, but not limited to, providing for worker's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes; and comply with any other legal or customary requirements.

17. Performance Standards

The Provider shall provide services which assure the health and safety of the client and assist the client to live as independently as possible. To assure the quality of the service, the following shall apply:

- a. The Provider shall commence services as expeditiously as possible upon receipt of an oral or written authorization from the Social Services District. If notice to commence services is received on a Friday, Saturday, Sunday, or Official State Holiday, the said hour period shall begin to run on the next business day following such Friday, Saturday, Sunday or State Holiday.
- b. The Provider shall establish and maintain procedures in order to ensure uninterrupted service in accordance with service authorizations, including the following:
 - i) The Provider shall establish and maintain a 24 hour per day, seven day per week system for emergency replacement of personal care aides.
 - ii) The Provider shall establish and submit to the Social Services District for review and approval a holiday coverage plan for the provision of services.
 - iii) Providers who are certified in accordance with Part 760 of 10 NYCRR or licensed in accordance with Part 765 of 10 NYCRR shall share with the Social Services District their plan for emergency and disaster preparedness prepared in accordance with Section 763.8 of 10 NYCRR and Section 766.5 of 10 NYCRR. Those agencies which are not required to be certified or licensed and are providing services exclusively under 18 NYCRR shall establish and submit to the Social Services District for its prior approval a plan for maintaining services in the event of an emergency, including snowstorms and power failures.
 - iv) The Provider shall promptly notify the client and the Social Services District when the Provider is unable to provide continuing

services in accordance with service authorization. The Provider shall make such emergency arrangements as shall be necessary to ensure that the safety of the client is not endangered by the inability of the Provider to provide the authorized services.

- c. The Provider shall notify the Social Services District when personal care services appear to be no longer appropriate. The Provider shall in no event terminate services to a client without the prior approval of the Social Services District.
- d. The Provider shall notify in writing all their employees that the personal care aides cannot cash checks, do banking or pay bills for the client without special written permission from the Social Services District. If such permission is granted, all such transactions shall be documented in writing.
- e. The personal care aide shall not directly or indirectly solicit any gift or accept any gift, whether in the form of money, services, loans, time off, telephone usage, travel or any other form.

18. Administrative Supervision

The Provider agrees to perform administrative supervision activities to assure that personal care services are provided as authorized by the case management agency. To assure that services are provided according to the level, amount, frequency and duration authorized, the provider agrees to:

- a) Notify the case manager agency within 24 hours of the initial referral whether the agency accepts or rejects an assigned case. If the provider accepts the client, the provider agency must notify the case management agency of the arrangements made to provide personal care services. If the provider rejects the client, the provider agrees to notify the case management agency of the reason for rejecting the referral.
- b) Assign a personal care aide(s) to the client which can meet his/her needs. In making such a determination, the Provider agrees to take the following into consideration:
 - i) the skills needed by the patient;
 - ii) the patient's cultural background, primary language, personal characteristics and geographic location; and
 - iii) the ability of the personal care aide to communicate with the patient or on the patient's behalf;
- c) Promptly provide a replacement when the assigned personal care aide:
 - i) Is unavailable;
 - ii) Does not work effectively with the patient or care givers or provides personal care services inappropriately or unsafely; or
 - iii) Is not performing to the satisfaction of the client.
- d) Promptly notify the case management agency when the provider is unable to maintain coverage including cases requiring service at night, weekends and holidays, or when there are questions regarding the adequacy of the authorized personal care services.
- e) Participate in, or arrange for, the orientation of persons providing personal care services to the employment policies and procedures of the agency;

- f) Evaluate, at a minimum annually, the overall job performance of persons providing personal care services;
- g) Check time cards for required documentation and maintain scheduling records and any other records necessary to fulfill required administration activities.

19. Provider Records

- a The provider agrees to maintain books, records, documents and acceptable accounting procedures and practices which adequately reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Provider also agrees to collect and maintain program and statistical records as prescribed by and on forms furnished by the Social Services District and authorized by the State Department of Health.
- b The Provider agrees to retain all books, records, and other documents relevant to this Agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the Social Services District shall have full access to and the right to examine any of said materials during said six (6) year period.
- c The Social Services District and the Provider shall observe and require the observance of applicable Federal and State requirements relating to confidentiality or records and information, and each agrees not to allow examination of records or disclose information, except for examination of records by the Social Services District and/or the state Department of Health as may be necessary to assure that the purpose of the Agreement will be effectuated. The Social Services District also agrees that the physician's orders, the nursing and the social assessments will be maintained within their records provided that the district furnishes copies of such written documentation and information, including copies of the physician's orders and nursing assessment, and access to its staff, as may be required by the State Department of Health or by the licensed Provider agency, to assure compliance with applicable statutes, rules and regulations.

20. Cooperative Agreements

The Provider agrees that it has notified or will notify, the Social Services District and/or the State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreements, contracts for services, or any other type of formal or informal arrangement whereby the costs and/or the amounts received in reimbursement for services rendered to recipients are shared among or transferred between the Provider and any other entity(ies); if the Provider makes any disbursement directly or indirectly to any entity receiving reimbursement from any governmental agency, the Social Services District and/or the State Department of Health shall also be notified.

21. Rates of Payment

The Social Services District shall reimburse the provider at the rate(s) set forth by the State Department of Health and approved by the State Division of the Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on

the rate page appended hereto shall be made a part hereof and shall be incorporated herein.

22. Local Variations

Local variations, if any, shall be set forth in Appendix B, appended hereto and shall be effective only if the terms and form of such variations do not conflict with the contents of this contract. The words and meaning of the terms in the main body shall be controlling to the exclusion of the local variations unless a separate executed Agreement between the State Department of Health and the Social Services District deliberately changes said effect and a copy of said Agreement is appended thereto.

23. Civil Rights Requirements

The Provider agrees to comply with the requirements of the United States Civil Rights Act of 1964 as amended and Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as shall be deemed to exist or to bind any of the parties hereto.

24. Non-Discrimination Requirements

The Provider agrees to observe and comply with the Federal regulations contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap; Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

25. Effective Dates

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any other parties hereto. Terms of this Agreement shall be effective beginning January 1, 2011 through December 31, 2011 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

26. Signatures

In Witness Whereof, the parties hereunto have signed and executed this Agreement on the date(s) indicated opposite their respective Signature.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 10/15/2010

Agency: Homemakers of the Mohawk Valley, Inc.

Authorized Signature: Carmen P. Platt, CFO

Print Authorized Name: CARMEN P PLATT, CFO

Title: CFO

eMedNY ID # 00921279

APPENDIX A

The Parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

- I. This contract may not be assigned by the Provider or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State Department of Health.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The provider specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - a) No laborer, workman or mechanic, in the employ of the provider, subprovider or other person doing or contracting to do the whole or; any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.
 - b) The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.
 - c) The minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 1. The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than;
 - a. The stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or
 - b. Less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The Provider specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that:
 - a) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no provider, subprovider nor any person acting on behalf of such provider or subprovider, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - b) No provider, subprovider, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for

the performance of work under this contract on account of race, creed, color, sex or national origin.

- c) There may be deducted from the amount payable to the provider by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
- d) This contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the contract.
- e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- b) If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor union or representative of workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative or the provider's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the providing agency as part of the bid or negotiation of this contract, the provider shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the provider shall promptly notify the State Commissioner of such failure of refusal.
- c) If directed to do so by the Commissioner of Human Rights, the provider will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions

of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

- d) The Provider will state, in all solicitations or advertisement for employees placed by or on behalf of the Provider, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status.
- e) The Provider will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the provider's books, records and accounts by the State Commissioner of the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the providing agency upon the basis of a finding made by the State Commissioner of Human Rights that the provider has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or public authority or agency of the State, until the Provider satisfies the State Commissioner of Human Rights that the Provider has established and is carrying out a program in conformity with the provisions of these not-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the provider and an opportunity has been afforded the provider to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by Law.
- g) The provider will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subprovider or vendor as to operations to be performed within the State of New York. The Provider will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the providing agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Services of the providing agency, the Provider shall promptly so

notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

- VI. The agreement shall be void and of no force and effect unless the provider shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- VII. In accordance with Section 200-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, the provider agrees, as a material condition of the contract:
 - a) That neither the provider nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder;
 - b) That if the Provider or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

APPENDIX B

(Local Variations)

The New York State Department of Social Services has assumed full responsibility for setting home care services rates for Medicaid eligible clients.

Oneida County Department of Social Services agrees to make payment to Homemakers of the Mohawk Valley, Inc. at the reimbursable rate established by the New York State Department of Health.

APPENDIX C

AGREEMENT BETWEEN A LOCAL DEPARTMENT OF SOCIAL SERVICES AND
A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PRUSUANT TO
TITLE 11
OF ARTICLE 5 OF THE NEW YORK STATE SOCIAL SERVICES LAW)
(FOR TITLE XIX SERVICES ONLY)

Between:

Oneida County Department of Social Services
(Social Services District)

and:

Homemakers of the Mohawk Valley, Inc.
(Provider)

Nursing Supervision

WHEREAS, as agreement has been or is simultaneously being executed between the parties hereto for the provision of home health care and personal care services; and,

WHEREAS, nursing supervision for personal care may be provided by a registered nurse who is an employee of a voluntary or proprietary agency pursuant to 18 NYCRR, and

WHEREAS, the Provider(s) herein represent(s) that he, she, it or they will provide said nursing supervision services as authorized pursuant to applicable state law and which are eligible for reimbursement thereto.

NOW, THEREFORE, the parties signing and executing this instrument do, in consideration of the above, covenant and agree as follows:

- A. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate therein.
- B. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in New York State Department of Health If requested by the local Social Services District, the Provider agrees to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of New York State Social Services Law if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the Agreement to which this addendum is appended.
 - a. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate thereto.
 - b. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services law, if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the agreement to which this addendum is appended.

- c. The Provider(s) agree(s) that all nursing supervision services performed under its direction shall be performed by a registered nurse who possesses the qualifications required by New York State Department of Health and/or any other state or federal law and/or regulations; all persons rendering such nursing supervision services shall be employees of the Provider in accordance with the New York State Department of Health requirements.
- d. The Social Services District shall reimburse the Provider at the rate(s) set forth by the New York State Department of Health and approved by the state Division of Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment, and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on the rate page appended hereto shall be made a part hereof and shall be incorporated herein.
- e. This addendum shall be valid and binding for the time period set forth in the agreement to which this addendum is appended unless a shorter period of effectiveness is set forth below:

From (date):

To:

- f. This addendum contains all the additional terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, exist regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto, and any amendments, modifications, or revisions shall be subject to the terms and/or conditions set forth in the agreement to which this addendum is appended.

IN WITNESS WHEREOF, the parties hereunto have signed and executed this agreement on the date(s) indicated opposite their respective signatures. This addendum shall be valid and binding for the time period set forth in the Agreement to which the addendum is appended.

DATE: _____

For the Oneida County
Department of Social Services: _____
Lucille A. Soldato, Commissioner

DATE: 10/15/2011

For: _____ Homemakers of the Mohawk Valley, Inc.
(Provider)

Authorized Signature: Carmen P. Furt, CEO

Print name and Title: CARMEN P FURT, CEO

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Homemakers of the Mohawk Valley, Inc.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Carman P. Flitt, CEO
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

C.P.F. CEO
SIGNATURE

10/15/2011
DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 1, 2010

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

FN 20 10 - 385

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV - 8 PM 3:49

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Personal Care Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Purchase of Services Agreement for Personal Care Services to be provided by Family Home Care, 519 N. Madison Street, Rome, New York 13440. The Contract is established for the year January 1, 2011 through December 31, 2011. New York State Department of Health establishes the Personal Care Rates. The cost of this service was \$ 135,451 from October 1, 2009 through September 30, 2010 with a local share of 10 % or \$ 13,545.10.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 11-8-10

11/1/10
11803

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Family Home Care
519 N. Madison Street
Rome, New York 13440

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served: Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 17.00 - \$ 24.00 per hour-Rates determined by New York State. Rates quoted is the highest rates and vary by level of care needed.

Oneida County Dept. Funding Recommendation: Account # A6102.495

Mandated or Non-mandated: Mandated service

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

Federal	62 % -	\$ 83,979.62
State	28 % -	\$ 37,926.28
County	10 % -	\$ 13,545.10

Cost Per Client Served: \$ 17.00 - \$ 24.00 per hour however, rates vary as to the level of care required.

Past performance Served: The Department has had a contract with Family Home Care since 1990. This contract is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state was \$ 135,451 for the time period October 2009 through September 2010 with a cost to the Department equaling approximately \$13,545.10.

O.C. Department Staff Comments: The Department is satisfied with this provider and contracts with a number of agencies to ensure availability of service.

Agreement

BETWEEN A LOCAL SOCIAL SERVICES DISTRICT AND A CONTRACTING AGENCY
FOR PERSONAL CARE SERVICES (PURSUANT TO TITLE 11 OF ARTICLE 5 OF THE
NEW YORK SOCIAL SERVICE LAWS AND TITLE XIX OF THE UNITED STATES
SOCIAL SECURITY ACT).

FOR TITLE XIX SERVICES ONLY

MADE THIS 1ST DAY OF JANUARY, 2011

BETWEEN ONEIDA COUNTY THE SOCIAL SERVICES DISTRICT LOCATED AT
800 PARK AVENUE, UTICA, NEW YORK, 13502 (HEREINAFTER CALLED THE
DISTRICT), AND FAMILY HOME CARE LOCATED AT
519 NORTH MADISON STREET, ROME, NEW YORK, 13440
(HEREINAFTER CALLED THE PROVIDER)

This Agreement is between Oneida County Department of Social Services, a municipal corporation of the State of New York, hereinafter referred to as the Social Services District, having its principal office at 800 Park Avenue, Utica, New York 13501 and Family Home Care (Provider) having its principal office at 519 North Madison Street, Rome, New York 13440.

The parties hereto desire to make available to the County of Oneida, Personal Care Services under Title XIX of the Federal Social Security Act.

The Social Services District is authorized, pursuant to Section 365-a(2)(e) of the New York State Social Services Law and 18 New York Code of Rules and Regulation (NYCRR) and/or other New York State Department of Health regulations, to provide personal care services to persons eligible to receive said services; and

The Social Services District is desirous of obtaining personal care services to be rendered to recipients of Medical Assistance (Medicaid) for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable state law; and

The Provider herein represents that he or she will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable state law and which are eligible for reimbursement thereto;

THEREFORE, the parties signing and executing this instrument do in consideration of the above agree as follows:

1. Providers as Independent Contractors

The Social Services District and the Provider agree that the Provider is an independent Contractor and is not in any way to be deemed an employee of the Social Services District or the State Department of Health. The Provider agrees that it will, at all times, indemnify and hold the Social Services District and the State Department of Health and their officers or employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Provider, its officers or employees with respect to this Agreement and any of the terms thereof. It is further understood and agreed that no agent, servant or employee of the Provider shall, at any time, or under any circumstances, be deemed to be an agent, servant, or employee of the Social Services District or State Department of Health. Notwithstanding the foregoing, the Provider shall not be required to indemnify the Social Services District or the State Department of Health for any losses resulting solely from the provider's negligence.

2. Provision of Personal Care Services

The Provider agrees to provide personal care services, as defined in New York State 18 NYCRR to recipients of Medicaid, as defined in Title 11 of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act, if requested to provide said services by a social services district, pursuant to the order(s) and/or prescription(s) of a physician, in accordance with a plan of care and to be supervised by a registered nurse, subject to the conditions set forth in the regulations of New York State 18 NYCRR or superseding provisions.

3. Authorization and Request for Personal Care Services

It shall be the sole responsibility of the Social Services District to determine the eligibility of a client. The Social Services District and/or eMedNY shall not reimburse the Provider for personal care services provided to persons who have not been determined eligible and authorized by the Social Services District to receive such services and when such services are not provided in accordance with the written authorization of the Social Services District. The Social Services District and/or eMedNY shall reimburse the Provider only for such personal care services authorized and provided in accordance with the policies and procedures of the Social Services District.

It shall be the sole responsibility of the Social Services District to notify the Provider of the service authorization of each client including the functions and tasks required.

The Social Services District will forward to the Provider written confirmation of each telephoned service authorization within seven working days of such notification.

4. Obligation to Utilize Provider

The Social Services District shall not be obligated to utilize the services of the Provider(s).

5. District's Termination of Contract

The Social Services District shall have the right to terminate this Agreement under the following conditions:

- a Upon receipt of notification that Federal and/or State reimbursement is no longer available for the services to be provided.
- b Failure of the personal care agency to perform its obligations pursuant to this Agreement and the requirements of 18 NYCRR 505.14.
- c Violation by the Provider of any of the material terms of this Agreement or participation in Medicaid fraud.
- d Except for emergencies when the patient's health and safety is in immediate jeopardy, the Social Services District shall give the Provider thirty (30) days written notice of intention to terminate services of the Provider under this Agreement; in the event of termination, the Provider shall, within five (5) working days, transfer copies of any and all records pertaining to any individual who has been or is receiving services provided by the Provider to the Social Services District. The Provider shall retain its original client care records and, within five (5) working days, transfer a copy of any and all client care records in lieu of originals which shall be retained by the Provider for at least six (6) years beyond the date of termination of the contract between Provider and district.
- e The cessation of services to a particular recipient shall not render this entire Agreement void or voidable.

6. Provider's Termination of Contract

The Provider shall have the right to terminate this Agreement under the following conditions:

- a. If there is an imposition of new or additional requirements by the Federal or State governments as a condition to continued Federal or State reimbursement which the Provider reasonably finds unacceptable;
- b. The State Department of Health has, pursuant to the provisions of this Agreement, reduced the rate paid to the Provider and the Provider finds such reduced rate to be unacceptable.
- c. The provider shall give the Social Services District thirty (30) days written notice of its intention to terminate services to the district or any individual who would otherwise remain eligible to continue receiving personal care services. This written notice of termination shall contain the reasons for termination and the effective dates.

7. Close-Out Procedures

Upon termination or expiration of this Agreement, the Provider shall comply with all State Department of Health and Social Services District's close-out procedures, including, but not limited to:

- a. Turn over to the State Department of Health or the Social Services District all books, client records, client documents and material relating to client services.
- b. Not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Provider on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the Social Services District in accordance with the terms of this Agreement if the Social Services District receives notice of such obligations within thirty (30) days after the date of termination, overpayments or funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- c. Account for the refund to the Social Services District within thirty (30) days after the date of termination, overpayments of funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- d. Submit to the Sate Department of Health within ninety (90) days after the date of termination or expiration, a final report of receipt and expenditure of funds relating to this Agreement. The report shall be made by a certified public accountant.

8. Terms of Agreement

This Agreement will be in effect for one year and will be automatically renewed at the end of the year and each subsequent year unless terminated. Either party may terminate this agreement at any time, with or without cause, by providing at least thirty days advance written notice of the termination to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of termination.

9. Jurisdiction of District

The Provider agrees that its employees or agents rendering personal care services shall be subject to the jurisdiction of the district and/or its designee, when such designee has been approved by the State Department of Health. It is understood and agreed that the Social Services District retains the right to maintain and continue case management for any recipients of Medicaid and that the activities of the Provider shall be subject to the monitoring of the Social Services District and the State Department of Health, in accordance with the requirements of 18 NYCRR.

10. Agreement to Renegotiate

The parties agree to renegotiate this Agreement in the event that the United States Department of Health and Human Services or the State Department of Health issue new or revised requirements on the Social Services District as a condition for receiving continued Federal or State reimbursement.

11. Amendment of Contract

This Agreement may be amended whenever determined necessary by the Social Services District and the Provider, if such amendments are approved by the State Department of Health. All amendments must be in writing, duly signed by both parties, and be annexed to the contract.

12. Fair Hearings

The Social Services District shall be responsible for providing notice to recipients of the recipient's right to a State fair hearing as required by Federal and State Law and regulations, and the manner in which a State fair hearing may be requested. The Provider, upon request of the Department, shall participate in State fair hearings when necessary for the determination of issues.

13. Adequacy of Service Notices

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of service notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and any other matters of procedures relating to the furnishing of personal care services by the Provider.

14. Adequacy of Provider Services

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of services provided by the agency. As required in 10 NYCRR 766.10 (d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; b) ensuring the quality of all services provided by the agency; and c) ensuring adherence by the agency staff to the plan of care established for patients.

15. Liability Insurance

The Provider shall obtain and maintain in full force and effect liability or other insurance in an amount sufficient to protect the Social Services District and the State Department of Health from any potential liability that may accrue as a result of any actions by the

Provider; such coverage may be an endorsement to an existing policy of the Provider. Regardless of the form or manner of coverage, the insurer shall be requested by the Provider to provide the Social Services District with a written acknowledgment of coverage, the terms and conditions thereof, and a commitment to notify the Social Services District at least ten days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

16. Fiscal Reports

The Provider shall make the necessary and/or required employer payroll reports, deductions, and tax, insurance, or other payments, including, but not limited to, providing for worker's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes; and comply with any other legal or customary requirements.

17. Performance Standards

The Provider shall provide services which assure the health and safety of the client and assist the client to live as independently as possible. To assure the quality of the service, the following shall apply:

- a. The Provider shall commence services as expeditiously as possible upon receipt of an oral or written authorization from the Social Services District. If notice to commence services is received on a Friday, Saturday, Sunday, or Official State Holiday, the said hour period shall begin to run on the next business day following such Friday, Saturday, Sunday or State Holiday.
- b. The Provider shall establish and maintain procedures in order to ensure uninterrupted service in accordance with service authorizations, including the following:
 - i) The Provider shall establish and maintain a 24 hour per day, seven day per week system for emergency replacement of personal care aides.
 - ii) The Provider shall establish and submit to the Social Services District for review and approval a holiday coverage plan for the provision of services.
 - iii) Providers who are certified in accordance with Part 760 of 10 NYCRR or licensed in accordance with Part 765 of 10 NYCRR shall share with the Social Services District their plan for emergency and disaster preparedness prepared in accordance with Section 763.8 of 10 NYCRR and Section 766.5 of 10 NYCRR. Those agencies which are not required to be certified or licensed and are providing services exclusively under 18 NYCRR shall establish and submit to the Social Services District for its prior approval a plan for maintaining services in the event of an emergency, including snowstorms and power failures.
 - iv) The Provider shall promptly notify the client and the Social Services District when the Provider is unable to provide continuing services in accordance with service authorization. The Provider

shall make such emergency arrangements as shall be necessary to ensure that the safety of the client is not endangered by the inability of the Provider to provide the authorized services.

- c. The Provider shall notify the Social Services District when personal care services appear to be no longer appropriate. The Provider shall in no event terminate services to a client without the prior approval of the Social Services District.
- d. The Provider shall notify in writing all their employees that the personal care aides cannot cash checks, do banking or pay bills for the client without special written permission from the Social Services District. If such permission is granted, all such transactions shall be documented in writing.
- e. The personal care aide shall not directly or indirectly solicit any gift or accept any gift, whether in the form of money, services, loans, time off, telephone usage, travel or any other form.

18. Administrative Supervision

The Provider agrees to perform administrative supervision activities to assure that personal care services are provided as authorized by the case management agency. To assure that services are provided according to the level, amount, frequency and duration authorized, the provider agrees to:

- a) Notify the case manager agency within 24 hours of the initial referral whether the agency accepts or rejects an assigned case. If the provider accepts the client, the provider agency must notify the case management agency of the arrangements made to provide personal care services. If the provider rejects the client, the provider agrees to notify the case management agency of the reason for rejecting the referral.
- b) Assign a personal care aide(s) to the client which can meet his/her needs. In making such a determination, the Provider agrees to take the following into consideration:
 - i) the skills needed by the patient;
 - ii) the patient's cultural background, primary language, personal characteristics and geographic location; and
 - iii) the ability of the personal care aide to communicate with the patient or on the patient's behalf;
- c) Promptly provide a replacement when the assigned personal care aide:
 - i) Is unavailable;
 - ii) Does not work effectively with the patient or care givers or provides personal care services inappropriately or unsafely; or
 - iii) Is not performing to the satisfaction of the client.
- d) Promptly notify the case management agency when the provider is unable to maintain coverage including cases requiring service at night, weekends and holidays, or when there are questions regarding the adequacy of the authorized personal care services.
- e) Participate in, or arrange for, the orientation of persons providing personal care services to the employment policies and procedures of the agency;

- f) Evaluate, at a minimum annually, the overall job performance of persons providing personal care services;
- g) Check time cards for required documentation and maintain scheduling records and any other records necessary to fulfill required administration activities.

19. Provider Records

- a The provider agrees to maintain books, records, documents and acceptable accounting procedures and practices which adequately reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Provider also agrees to collect and maintain program and statistical records as prescribed by and on forms furnished by the Social Services District and authorized by the State Department of Health.
- b The Provider agrees to retain all books, records, and other documents relevant to this Agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the Social Services District shall have full access to and the right to examine any of said materials during said six (6) year period.
- c The Social Services District and the Provider shall observe and require the observance of applicable Federal and State requirements relating to confidentiality or records and information, and each agrees not to allow examination of records or disclose information, except for examination of records by the Social Services District and/or the state Department of Health as may be necessary to assure that the purpose of the Agreement will be effectuated. The Social Services District also agrees that the physician's orders, the nursing and the social assessments will be maintained within their records provided that the district furnishes copies of such written documentation and information, including copies of the physician's orders and nursing assessment, and access to its staff, as may be required by the State Department of Health or by the licensed Provider agency, to assure compliance with applicable statutes, rules and regulations.

20. Cooperative Agreements

The Provider agrees that it has notified or will notify, the Social Services District and/or the State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreements, contracts for services, or any other type of formal or informal arrangement whereby the costs and/or the amounts received in reimbursement for services rendered to recipients are shared among or transferred between the Provider and any other entity(ies); if the Provider makes any disbursement directly or indirectly to any entity receiving reimbursement from any governmental agency, the Social Services District and/or the State Department of Health shall also be notified.

21. Rates of Payment

The Social Services District shall reimburse the provider at the rate(s) set forth by the State Department of Health and approved by the State Division of the Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on

the rate page appended hereto shall be made a part hereof and shall be incorporated herein.

22. Local Variations

Local variations, if any, shall be set forth in Appendix B, appended hereto and shall be effective only if the terms and form of such variations do not conflict with the contents of this contract. The words and meaning of the terms in the main body shall be controlling to the exclusion of the local variations unless a separate executed Agreement between the State Department of Health and the Social Services District deliberately changes said effect and a copy of said Agreement is appended thereto.

23. Civil Rights Requirements

The Provider agrees to comply with the requirements of the United States Civil Rights Act of 1964 as amended and Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as shall be deemed to exist or to bind any of the parties hereto.

24. Non-Discrimination Requirements

The Provider agrees to observe and comply with the Federal regulations contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap; Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

25. Effective Dates

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any other parties hereto. Terms of this Agreement shall be effective beginning January 1, 2011 through December 31, 2011 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

Signatures

In Witness Whereof, the parties hereunto have signed and executed this Agreement on the date(s) indicated opposite their respective Signature.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 10/18/10

Agency: Family Home Care

Authorized Signature: Leslie M. Von Dauber

Print Authorized Name: Leslie M. Von Dauber

Title: President

eMedNY ID # 0116872 ^{error} 16-1389465

(Handwritten initials)

APPENDIX A

The Parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

- I. This contract may not be assigned by the Provider or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State Department of Health.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The provider specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - a) No laborer, workman or mechanic, in the employ of the provider, subprovider or other person doing or contracting to do the whole or; any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.
 - b) The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.
 - c) The minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 1. The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than;
 - a. The stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or
 - b. Less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The Provider specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that:
 - a) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no provider, subprovider nor any person acting on behalf of such provider or subprovider, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - b) No provider, subprovider, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for

the performance of work under this contract on account of race, creed, color, sex or national origin.

- c) There may be deducted from the amount payable to the provider by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
- d) This contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the contract.
- e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- b) If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor union or representative of workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative or the provider's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the providing agency as part of the bid or negotiation of this contract, the provider shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the provider shall promptly notify the State Commissioner of such failure of refusal.
- c) If directed to do so by the Commissioner of Human Rights, the provider will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions

of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

- d) The Provider will state, in all solicitations or advertisement for employees placed by or on behalf of the Provider, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status.
- e) The Provider will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the provider's books, records and accounts by the State Commissioner of the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the providing agency upon the basis of a finding made by the State Commissioner of Human Rights that the provider has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or public authority or agency of the State, until the Provider satisfies the State Commissioner of Human Rights that the Provider has established and is carrying out a program in conformity with the provisions of these not-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the provider and an opportunity has been afforded the provider to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by Law.
- g) The provider will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subprovider or vendor as to operations to be performed within the State of New York. The Provider will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the providing agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Services of the providing agency, the Provider shall promptly so

notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

- VI. The agreement shall be void and of no force and effect unless the provider shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- VII. In accordance with Section 200-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, the provider agrees, as a material condition of the contract:
 - a) That neither the provider nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder;
 - b) That if the Provider or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

APPENDIX B

(Local Variations)

The New York State Department of Social Services has assumed full responsibility for setting home care services rates for Medicaid eligible clients.

Oneida County Department of Social Services agrees to make payment to Family Home Care at the reimbursable rate established by the New York State Department of Health.

APPENDIX C

AGREEMENT BETWEEN A LOCAL DEPARTMENT OF SOCIAL SERVICES AND
A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PRUSUANT TO
TITLE 11
OF ARTICLE 5 OF THE NEW YORK STATE SOCIAL SERVICES LAW)
(FOR TITLE XIX SERVICES ONLY)

Between:

Oneida County Department of Social Services
(Social Services District)

and:

Family Home Care
(Provider)

Nursing Supervision

WHEREAS, an agreement has been or is simultaneously being executed between the parties hereto for the provision of home health care and personal care services; and,

WHEREAS, nursing supervision for personal care may be provided by a registered nurse who is an employee of a voluntary or proprietary agency pursuant to 18 NYCRR, and

WHEREAS, the Provider(s) herein represent(s) that he, she, it or they will provide said nursing supervision services as authorized pursuant to applicable state law and which are eligible for reimbursement thereto.

NOW, THEREFORE, the parties signing and executing this instrument do, in consideration of the above, covenant and agree as follows:

- A. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate therein.
- B. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in New York State Department of Health If requested by the local Social Services District, the Provider agrees to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of New York State Social Services Law if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the Agreement to which this addendum is appended.
 - a. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate thereto.
 - b. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services law, if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the agreement to which this addendum is appended.

- c. The Provider(s) agree(s) that all nursing supervision services performed under its direction shall be performed by a registered nurse who possesses the qualifications required by New York State Department of Health and/or any other state or federal law and/or regulations; all persons rendering such nursing supervision services shall be employees of the Provider in accordance with the New York State Department of Health requirements.
- d. The Social Services District shall reimburse the Provider at the rate(s) set forth by the New York State Department of Health and approved by the state Division of Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment, and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on the rate page appended hereto shall be made a part hereof and shall be incorporated herein.
- e. This addendum shall be valid and binding for the time period set forth in the agreement to which this addendum is appended unless a shorter period of effectiveness is set forth below:

From (date):

To:

- f. This addendum contains all the additional terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, exist regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto, and any amendments, modifications, or revisions shall be subject to the terms and/or conditions set forth in the agreement to which this addendum is appended.

IN WITNESS WHEREOF, the parties hereunto have signed and executed this agreement on the date(s) indicated opposite their respective signatures. This addendum shall be valid and binding for the time period set forth in the Agreement to which the addendum is appended.

DATE: _____

For the Oneida County
Department of Social Services: _____
Lucille A. Soldato, Commissioner

DATE: 12/18/10

For: _____ Family Home Care
(Provider)

Authorized Signature: Leslie M von Dauber

Print name and Title: Leslie M von Dauber Pres.

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Family Home Care, Inc.

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Leslie M. Von Dauber, Pres.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

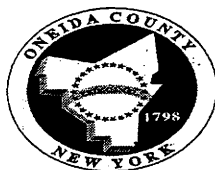
Leslie M. Von Dauber

SIGNATURE

10/18/10

DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 2, 2010

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

FN 20 10 - 386

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV - 8 PM 3:49

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Department has contracted with the Centro of Oneida, Inc. for Medicaid Transportation since 1985. The Department is responsible to provide transportation for medical needs for eligible clients, while the ridership is open to all Public Assistance cases, it therefore, covers medical transportation.

The term of this renewal agreement is January 1, 2011 through December 31, 2011, with a cost of \$1.25 per ride and should not exceed \$ 270,000. The local share is 10% or \$ 27,000.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachments

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

Anthony J. Picente, Jr.
County Executive

Date 11-8-10

11/2/11
17301

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Centro of Oneida, Inc.
Leland & Wurz Avenue
Utica, New York 13502

Title of Activity or Services: Transportation for Medicaid Clients

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served: Physically or Mentally disabled Medicaid recipients.
1,800 – 2,000 clients per month.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Transportation services for Medicaid recipients to medical services. The Centro of Oneida, Inc. administers the program providing passes to the Medicaid Clients and a computerized listing for Medicaid reimbursement purposes.

2). Program/Service Objectives and Outcomes -

Prior approved Medicaid transportation for physically or mentally disabled Medicaid recipients.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 270,000

Oneida County Dept. Funding Recommendation: Account #:A6101.495

Mandated or Non-mandated: Mandated Service

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

Federal	62 %	\$ 167,400
State	28 %	\$ 75,600
County	10 %	\$ 27,000

Cost Per Ride Served: \$ 1.25 per ride

Past performance Served: The Department has had a Contract with Utica Transit Authority since 1985. Utica Transit Authority became part of Centro of Oneida, Inc. in October 2005.

O.C. Department Staff Comments:

Historical Cost of Contract

Contract Cost 1998	\$ 348,000
Contract Cost 1999-2001	\$ 270,000
Contract Cost 2002-2003	\$ 240,000
Contract Cost 2004-2010	\$ 270,000

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department) and Centro of Oneida, Inc., Leland & Wurz Avenue Utica, New York 13502 (hereinafter called Contractor).

WITNESSETH:

WHEREAS, the Oneida County Department of Social services the need to ensure medical transportation to Medicaid clients.

WHEREAS, the Contractor has the ability to provide mass transit services for medical transportation to Medicaid clients.

WHEREAS, the County has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

NOW, THEREFORE it is mutually agreed between the County and the Contractor as follows;

The Contractor agrees to provide transportation within the City of Utica to current Medicaid recipients upon accurate verification of current Medicaid status and personal identification. The transportation is limited to 6 rides per month for an eligible Medicaid family. The Contractor agrees to provide a monthly punch card to eligible Medicaid families indicating 6 rides per month.

The Contractor will provide monthly reports on client and bus usage, as well as client listing to the Department.

The Term of this Agreement shall be from January 1, 2011 to December 31, 2011 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

Agreement can be terminated upon a 30 day notice to the Contractor.

The Contractor shall provide the Department with a record showing the total number of punch cards provided to eligible Medicaid recipients each month. The Department shall pay the Contractor its regular basic fare (\$ 1.25 per ride) for each of the six rides on each of the punch cards (\$ 7.50 per punch card), regardless of whether or not all of the six rides have been utilized by Medicaid recipients. The maximum allowance for this program can not exceed \$ 270,000 additional funding to support this agreement would have to be re-negotiated between the Contractor

and the Department of Social Services Commissioner. The Contractor will provide the Department with thirty day written notice of any change in its regular basic fare.

All information contained in the Contract's files shall be held confidential by the Contractor and the County pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7 as well as any applicable Federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

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

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

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

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures

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

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

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

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

The Contractor represents and agrees to comply with all applicable Federal laws, including the requirements of the Civil Rights Act of 1964, as amended, the Age Discrimination Employment Act of 1967, as amended, the Federal Rehabilitation Act of 1973, as amended, and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

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

It is further expressly agreed that the Contractor will hold the County of Oneida harmless from any liability arising from any negligent act of omission or commission by the Contractor with respect to this agreement or any term thereof.

This agreement cannot be assigned by the Contractor without obtaining written approval of the County.

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

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

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

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 10/28/10

Agency: Centro of Oneida, Inc.

Authorized Signature: *Frank Koblick*

Print Authorized Name: FRANK KOBLSKI

Title: EXECUTIVE DIRECTOR

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

Centro of Oneida, Inc.
Transportation of Medicaid Clients

17301
1/1/11-12/31/11

- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

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

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

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

paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

FRANK KUBLISKI, Exec. Dir.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Frank Kubliski

SIGNATURE

DATE

10/28/10

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 1, 2010

FN 20 10-287

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

HUMAN RESOURCES

WAYS & MEANS

2010 NOV - 8 PM 3:49
ONEIDA COUNTY LEGISLATURE

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

This Purchase of Services Agreement for Personal Care Services will be provided by Cathie Lee's Home Health Care, P.O. Box 526-528 8th Avenue, Sylvan Beach, New York 13157. Personal Care Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Agreement is established for the year November 1, 2010 through October 31, 2011. New York State Department of Health establishes the Personal Care Rates. The cost of this service was \$190,119 from October 1, 2009 through September 30, 2010 with a local share of 10% or \$19,011.90.

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 11-8-10

LAS/tms
attachment

11/1/10
67202

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Cathie Lee's Home Health Care
P.O. Box 526-228 8th Avenue
Sylvan Beach, New York 13517

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: November 1, 2010 through October 31, 2011

Client Population/Number to be Served: Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 20.38 to \$ 24.00 per hour.

Rates are determined by New York State quoted is the highest rates and vary by level of care needed.

Mandated or Non-Mandated: Mandated Service

Oneida County Dept. Funding Recommendation: Account # A6102.495

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

Federal	62 % -	\$ 14.88
State	28 % -	\$ 6.72
County	10 % -	\$ 2.40

* Based on \$ 24.00 per hour

Cost Per Client Served: Rates vary as to the level of care required and are set by New York State Department of Health.

Past performance Served: The department has contracted with this provider since 1997 for personal care services. This contract is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state way \$ 190,119 from October 2009 through September 2010.

O.C. Department Staff Comments: The Department is satisfied with this provider and contracts with a number of agencies to ensure availability of service.

Agreement

BETWEEN A LOCAL SOCIAL SERVICES DISTRICT AND A CONTRACTING AGENCY
FOR PERSONAL CARE SERVICES (PURSUANT TO TITLE II OF ARTICLE 5 OF THE
NEW YORK STATE SOCIAL SERVICES LAW AND TITLE XIX OF THE UNITED
STATES SOCIAL SECURITY ACT)

FOR TITLE XIX SERVICES ONLY

MADE THIS 1ST DAY OF NOVEMBER 2010

BETWEEN ONEIDA COUNTY, THE SOCIAL SERVICES DISTRICT LOCATED AT
800 PARK AVENUE, UTICA, NEW YORK 13501 (HEREINAFTER CALLED THE
DISTRICT), AND CATHIE LEE'S HOME HEALTH CARE LOCATED AT
P.O. BOX 526, SYLVAN BEACH, NEW YORK 13157
(HEREINAFTER CALLED THE PROVIDER)

This Agreement is between Oneida County Department of Social Services, a municipal corporation of the State of New York, hereinafter referred to as the Social Services District, having its principal office at 800 Park Avenue, Utica, New York 13501 and Cathie Lee's Home Health Care (Provider) having its principal office at P.O. Box 526, Sylvan Beach, New York 13157.

The parties hereto desire to make available to the County of Oneida, Personal Care Services under Title XIX of the Federal Social Security Act.

The Social Services District is authorized, pursuant to Section 365-a(2)(e) of the New York State Social Services Law and 18 New York Code of Rules and Regulation (NYCRR), and/or other New York State Department of Health regulations, to provide personal care services to persons eligible to receive said services; and

The Social Services District is desirous of obtaining personal care services to be rendered to recipients of Medical Assistance (Medicaid) for which reimbursement is available, pursuant to Title XIX of the Federal Social Security Act and applicable State law; and

The Provider herein represents that he or she will provide services that are authorized, pursuant to Title XIX of the Federal Social Security Act and applicable State law and which are eligible for reimbursement thereto;

THEREFORE, the parties signing and executing this instrument do in consideration of the above agree as follows:

1. Providers as Independent Contractors

The Social Services District and the Provider agree that the Provider is an independent Contractor and is not in any way to be deemed an employee of the Social Services District or the State Department of Health. The Provider agrees that it will, at all times, indemnify and hold the Social Services District and the State Department of Health and their officers or employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Provider, its officers or employees with respect to this Agreement and any of the terms thereof. It is further understood and agreed that no agent, servant or employee of the Provider shall, at any time, or under any circumstances, be deemed to be an agent, servant, or employee of the Social Services District or State Department of Health. Notwithstanding the foregoing, the Provider shall not be required to indemnify the Social Services District or the State Department of Health for any losses resulting solely from the Provider's negligence.

2. Provision of Personal Care Services

The Provider agrees to provide personal care services, as defined in New York State 18 NYCRR to recipients of Medicaid, as defined in Title II of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act, if requested to provide said services by a Social Services district, pursuant to the order(s) and/or prescription(s) of a physician, in accordance with a plan of care and to be

supervised by a registered nurse, subject to the conditions set forth in the regulations of New York State 18 NYCRR or superseding provisions.

3. Authorization and Request for Personal Care Services

It shall be the sole responsibility of the Social Services District to determine the eligibility of a client. The Social Services District and/or eMedNY shall not reimburse the Provider for personal care services provided to persons who have not been determined eligible and authorized by the Social Services District to receive such services and when such services are not provided in accordance with the written authorization of the Social Services District. The Social Services District and/or eMedNY shall reimburse the Provider only for such personal care services authorized and provided in accordance with the policies and procedures of the Social Services District.

It shall be the sole responsibility of the Social Services District to notify the Provider of the service authorization of each client including the functions and tasks required.

The Social Services District will forward to the Provider written confirmation of each telephoned service authorization within seven (7) working days of such notification.

4. Obligation to Utilize Provider

The Social Services District shall not be obligated to utilize the services of the Provider(s).

5. District's Termination of Contract

The Social Services District shall have the right to terminate this Agreement under the following conditions:

- a Upon receipt of notification that Federal and/or State reimbursement is no longer available for the services to be provided.
- b Failure of the personal care agency to perform its obligations pursuant to this Agreement and the requirements of 18 NYCRR 505.14.
- c Violation by the Provider of any of the material terms of this Agreement or participation in Medicaid fraud.
- d Except for emergencies when the patient's health and safety is in immediate jeopardy, the Social Services District shall give the Provider thirty (30) days written notice of intention to terminate services of the Provider under this Agreement; in the event of termination, the Provider shall, within five (5) working days, transfer copies of any and all records pertaining to any individual who has been or is receiving services provided by the Provider to the Social Services District. The Provider shall retain its original client care records and, within five (5) working days, transfer a copy of any and all client care records in lieu of originals which shall be retained by the Provider for at least six (6) years beyond the date of termination of the contract between Provider and District.
- e The cessation of services to a particular recipient shall not render this entire Agreement void or voidable.

6. Provider's Termination of Contract

The Provider shall have the right to terminate this Agreement under the following conditions:

- a. If there is an imposition of new or additional requirements by the Federal or State governments as a condition to continued Federal or State reimbursement which the Provider reasonably finds unacceptable;
- b. The State Department of Health has, pursuant to the provisions of this Agreement, reduced the rate paid to the Provider and the Provider finds such reduced rate to be unacceptable.
- c. The Provider shall give the Social Services District thirty (30) days written notice of its intention to terminate services to the District or any individual who would otherwise remain eligible to continue receiving personal care services. This written notice of termination shall contain the reasons for termination and the effective dates.

7. Close-Out Procedures

Upon termination or expiration of this Agreement, the Provider shall comply with all State Department of Health and Social Services Districts close-out procedures including, but not limited to:

- a. Turn over to the State Department of Health or the Social Services District all books, client records, client documents and material relating to client services.
- b. Not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Provider on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the Social Services District in accordance with the terms of this Agreement if the Social Services District receives notice of such obligations within thirty (30) days after the date of termination, overpayments or funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- c. Account for the refund to the Social Services District within thirty (30) days after the date of termination, overpayments of funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- d. Submit to the State Department of Health within ninety (90) days after the date of termination or expiration, a final report of receipt and expenditure of funds relating to this Agreement. The report shall be made by a Certified Public Accountant.

8. Terms of Agreement

This Agreement will be in effect for one year and will be automatically renewed at the end of the year and each subsequent year unless terminated. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty days (30) advance written notice of the termination to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of termination.

9. Jurisdiction of District

The Provider agrees that its employees or agents rendering personal care services shall be subject to the jurisdiction of the District and/or its designee, when such designee has been approved by the State Department of Health. It is understood and agreed that the Social Services District retains the right to maintain and continue case management for any recipients of Medicaid, and that the activities of the Provider shall be subject to the monitoring of the Social Services District and the State Department of Health, in accordance with the requirements of 18 NYCRR.

10. Agreement to Renegotiate

The parties agree to renegotiate this Agreement in the event that the United States Department of Health and Human Services or the State Department of Health issue new or revised requirements on the Social Services District as a condition for receiving continued Federal or State reimbursement.

11. Amendment of Contract

This Agreement may be amended whenever determined necessary by the Social Services District and the Provider, if such amendments are approved by the State Department of Health. All amendments must be in writing, duly signed by both parties, and be annexed to the contract.

12. Fair Hearings

The Social Services District shall be responsible for providing notice to recipients of the recipient's right to a State fair hearing as required by Federal and State Law and regulations, and the manner in which a State fair hearing may be requested. The Provider, upon request of the Department, shall participate in State fair hearings when necessary for the determination of issues.

13. Adequacy of Service Notices

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of service notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and any other matters of procedures relating to the furnishing of personal care services by the Provider.

14. Adequacy of Provider Services

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of services provided by the agency. As required in 10 NYCRR 766.10(d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; b) ensuring the quality of all services provided by the agency; and c) ensuring adherence by the agency staff to the plan of care established for patients.

15. Liability Insurance

The Provider shall obtain and maintain in full force and effect liability or other insurance in an amount sufficient to protect the Social Services District and the State Department of

Health from any potential liability that may accrue as a result of any actions of the Provider; such coverage may be an endorsement to an existing policy of the Provider. Regardless of the form or manner of coverage, the insurer shall be requested by the Provider to provide the Social Services District with a written acknowledgment of coverage, the terms and conditions thereof, and a commitment to notify the Social Services District at least ten days before any cancellation, reduction, or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

16. Fiscal Reports

The Provider shall make the necessary and/or required employer payroll reports, deductions, and tax, insurance, or other payments including, but not limited to, providing for worker's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes; and comply with any other legal or customary requirements.

17. Performance Standards

The Provider shall provide services which assure the health and safety of the client and assist the client to live as independently as possible. To assure the quality of the service, the following shall apply:

- a. The Provider shall commence services as expeditiously as possible upon receipt of an oral or written authorization from the Social Services District. If notice to commence services is received on a Friday, Saturday, Sunday or official State holiday, the said hour period shall begin to run on the next business day following such Friday, Saturday, Sunday or State holiday.
- b. The Provider shall establish and maintain procedures in order to ensure uninterrupted service in accordance with service authorizations, including the following:
 - i) The Provider shall establish and maintain a 24 hour per day, seven day per week system for emergency replacement of personal care aides.
 - ii) The Provider shall establish and submit to the Social Services District for review and approval a holiday coverage plan for the provision of services.
 - iii) Providers who are certified in accordance with Part 760 of 10 NYCRR, or licensed in accordance with Part 765 of 10 NYCRR, shall share with the Social Services District their plan for emergency and disaster preparedness prepared in accordance with Section 763.8 of 10 NYCRR and Section 766.5 of 10 NYCRR. Those agencies which are not required to be certified or licensed and are providing services exclusively under 18 NYCRR shall establish and submit to the Social Services District for its prior approval a plan for maintaining services in the event of an emergency, including snowstorms and power failures.
 - iv) The Provider shall promptly notify the client and the Social Services District when the Provider is unable to provide continuing

services in accordance with service authorization. The Provider shall make such emergency arrangements as shall be necessary to ensure that the safety of the client is not endangered by the inability of the Provider to provide the authorized services.

- c. The Provider shall notify the Social Services District when personal care services appear to be no longer appropriate. The Provider shall in no event terminate services to a client without the prior approval of the Social Services District.
- d. The Provider shall notify in writing all their employees that the personal care aides cannot cash checks, do banking or pay bills for the client without special written permission from the Social Services District. If such permission is granted, all such transactions shall be documented in writing.
- e. The personal care aide shall not directly or indirectly solicit any gift or accept any gift, whether in the form of money, services, loans, time off, telephone usage, travel or any other form.

18. Administrative Supervision

The Provider agrees to perform administrative supervision activities to assure that personal care services are provided as authorized by the case management agency. To assure that services are provided according to the level, amount, frequency and duration authorized, the Provider agrees to:

- a) Notify the case manager agency within 24 hours of the initial referral whether the agency accepts or rejects an assigned case. If the Provider accepts the client, the provider agency must notify the case management agency of the arrangements made to provide personal care services. If the Provider rejects the client, the Provider agrees to notify the case management agency of the reason for rejecting the referral.
- b) Assign a personal care aide(s) to the client which can meet his/her needs. In making such a determination, the Provider agrees to take the following into consideration:
 - i) the skills needed by the patient;
 - ii) the patient's cultural background, primary language, personal characteristics and geographic location; and
 - iii) the ability of the personal care aide to communicate with the patient or on the patient's behalf;
- c) Promptly provide a replacement when the assigned personal care aide:
 - i) is unavailable;
 - ii) does not work effectively with the patient or caregivers, or provides personal care services inappropriately or unsafely; or
 - iii) is not performing to the satisfaction of the client.
- d) Promptly notify the case management agency when the Provider is unable to maintain coverage including cases requiring service at night, weekends and holidays, or when there are questions regarding the adequacy of the authorized personal care services.
- e) Participate in, or arrange for, the orientation of persons providing personal care services to the employment policies and procedures of the agency;

- f) Evaluate, at a minimum annually, the overall job performance of persons providing personal care services;
- g) Check time cards for required documentation and maintain scheduling records and any other records necessary to fulfill required administration activities.

19. Provider Records

- a The Provider agrees to maintain books, records, documents and acceptable accounting procedures and practices which adequately reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Provider also agrees to collect and maintain program and statistical records as prescribed by and on forms furnished by the Social Services District and authorized by the State Department of Health.
- b The Provider agrees to retain all books, records, and other documents relevant to this Agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the Social Services District shall have full access to and the right to examine any of said materials during said six (6) year period.
- c The Social Services District and the Provider shall observe and require the observance of applicable Federal and State requirements relating to confidentiality or records and information, and each agrees not to allow examination of records or disclose information, except for examination of records by the Social Services District and/or the State Department of Health, as may be necessary to assure that the purpose of the Agreement will be effectuated. The Social Services District also agrees that the physician's orders, the nursing and the social assessments will be maintained within their records provided that the District furnishes copies of such written documentation and information, including copies of the physician's orders and nursing assessment and access to its staff, as may be required by the State Department of Health or by the licensed Provider agency, to assure compliance with applicable statutes, rules and regulations.

20. Cooperative Agreements

The Provider agrees that it has notified or will notify the Social Services District and/or the State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreements, contracts for services, or any other type of formal or informal arrangement whereby the costs and/or the amounts received in reimbursement for services rendered to recipients are shared among or transferred between the Provider and any other entity(ies); if the Provider makes any disbursement directly or indirectly to any entity receiving reimbursement from any governmental agency, the Social Services District and/or the State Department of Health shall also be notified.

21. Rates of Payment

The Social Services District shall reimburse the Provider at the rate(s) set forth by the State Department of Health and approved by the State Division of the Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on

the rate page appended hereto shall be made a part hereof and shall be incorporated herein.

22. Local Variations

Local variations, if any, shall be set forth in Appendix B, appended hereto, and shall be effective only if the terms and form of such variations do not conflict with the contents of this contract. The words and meaning of the terms in the main body shall be controlling to the exclusion of the local variations unless a separate executed Agreement between the State Department of Health and the Social Services District deliberately changes said effect and a copy of said Agreement is appended thereto.

23. Civil Rights Requirements

The Provider agrees to comply with the requirements of the United States Civil Rights Act of 1964 as amended, and Executive Order No. 11246 entitled "Equal Employment Opportunities," and the regulations issued pursuant thereto as shall be deemed to exist or to bind any of the parties hereto.

24. Non-Discrimination Requirements

The Provider agrees to observe and comply with the Federal regulations contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap; Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

25. Effective Dates

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any other parties hereto. Terms of this Agreement shall be effective beginning November 01, 2010 through October 31, 2011 and may be renewed agreeable to each party and completed prior to the end of the term of this Agreement.

26. Signatures

In Witness Whereof, the parties hereunto have signed and executed this Agreement on the date(s) indicated opposite their respective Signature.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 10/27/10

Agency: Cathie Lee's Home Health Care

Authorized Signature: Kathleen A. Douglas

Print Authorized Name: KATHLEEN A. Douglas

Title: Administrator

eMedNY ID # 01733893

APPENDIX A

The Parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

- I. This contract may not be assigned by the Provider or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State Department of Health.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The Provider specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - a) No laborer, workman or mechanic, in the employ of the Provider, subprovider or other person doing or contracting to do the whole or; any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.
 - b) The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.
 - c) The minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 1. The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than;
 - a. The stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or
 - b. Less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The Provider specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that:
 - a) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no provider, subprovider nor any person acting on behalf of such provider or subprovider, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - b) No provider, subprovider, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for

the performance of work under this contract on account of race, creed, color, sex or national origin.

- c) There may be deducted from the amount payable to the provider by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
- d) This contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the contract.
- e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- b) If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor union or representative of workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative or the provider's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the providing agency as part of the bid or negotiation of this contract, the provider shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the provider shall promptly notify the State Commissioner of such failure of refusal.
- c) If directed to do so by the Commissioner of Human Rights, the provider will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions

of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

- d) The Provider will state, in all solicitations or advertisement for employees placed by or on behalf of the Provider, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status.
- e) The Provider will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the provider's books, records and accounts by the State Commissioner of the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the providing agency upon the basis of a finding made by the State Commissioner of Human Rights that the provider has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or public authority or agency of the State, until the Provider satisfies the State Commissioner of Human Rights that the Provider has established and is carrying out a program in conformity with the provisions of these not-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the provider and an opportunity has been afforded the provider to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by Law.
- g) The provider will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subprovider or vendor as to operations to be performed within the State of New York. The Provider will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the providing agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Services of the providing agency, the Provider shall promptly so

notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

- VI. The agreement shall be void and of no force and effect unless the provider shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- VII. In accordance with Section 200-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, the provider agrees, as a material condition of the contract:
 - a) That neither the provider nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder;
 - b) That if the Provider or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

APPENDIX B

(Local Variations)

The New York State Department of Social Services has assumed full responsibility for setting home care services rates for Medicaid eligible clients.

Oneida County Department of Social Services agrees to make payment to Cathie Lee's Home Health Care at the reimbursable rate established by the New York State Department of Health.

APPENDIX C

AGREEMENT BETWEEN A LOCAL DEPARTMENT OF SOCIAL SERVICES AND
A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PRUSUANT TO
TITLE 11
OF ARTICLE 5 OF THE NEW YORK STATE SOCIAL SERVICES LAW)
(FOR TITLE XIX SERVICES ONLY)

Between:

Oneida County Department of Social Services
(Social Services District)

and:

Cathie Lee's Home Health Care
(Provider)

Nursing Supervision

WHEREAS, as agreement has been or is simultaneously being executed between the parties hereto for the provision of home health care and personal care services; and,

WHEREAS, nursing supervision for personal care may be provided by a registered nurse who is an employee of a voluntary or proprietary agency pursuant to 18 NYCRR, and

WHEREAS, the Provider(s) herein represent(s) that he, she, it or they will provide said nursing supervision services as authorized pursuant to applicable state law and which are eligible for reimbursement thereto.

NOW, THEREFORE, the parties signing and executing this instrument do, in consideration of the above, covenant and agree as follows:

- A. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate therein.
- B. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in New York State Department of Health If requested by the local Social Services District, the Provider agrees to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of New York State Social Services Law if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the Agreement to which this addendum is appended.
 - a. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate thereto.
 - b. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services law, if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the agreement to which this addendum is appended.

- c. The Provider(s) agree(s) that all nursing supervision services performed under its direction shall be performed by a registered nurse who possesses the qualifications required by New York State Department of Health and/or any other state or federal law and/or regulations; all persons rendering such nursing supervision services shall be employees of the Provider in accordance with the New York State Department of Health requirements.
- d. The Social Services District shall reimburse the Provider at the rate(s) set forth by the New York State Department of Health and approved by the state Division of Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment, and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on the rate page appended hereto shall be made a part hereof and shall be incorporated herein.
- e. This addendum shall be valid and binding for the time period set forth in the agreement to which this addendum is appended unless a shorter period of effectiveness is set forth below:

From (date):

To:

- f. This addendum contains all the additional terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, exist regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto, and any amendments, modifications, or revisions shall be subject to the terms and/or conditions set forth in the agreement to which this addendum is appended.

IN WITNESS WHEREOF, the parties hereunto have signed and executed this agreement on the date(s) indicated opposite their respective signatures. This addendum shall be valid and binding for the time period set forth in the Agreement to which the addendum is appended.

DATE: 10/27/10

For the Oneida County
Department of Social Services: _____
Lucille A. Soldato, Commissioner

DATE: 10/27/10

For: _____ Cathie Lee's Home Health Care
(Provider)

Authorized Signature: Kathleen A. Douglas

Print name and Title: KATHLEEN A. DOUGLAS
Administrator

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

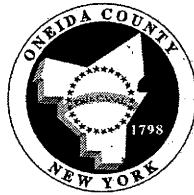
Kathleen A. Douglas
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

KATHLEEN A. Douglas Administrative
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Kathleen A. Douglas 10/27/10
SIGNATURE DATE

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 1, 2010

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

FN 20 10 - 398

HUMAN RESOURCES

WAYS & MEANS

NOV 1 2 2010
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
COMMUNICATIONS SECTION

Dear Mr. Picente:

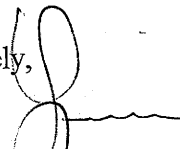

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed are copies of Purchase of Services Agreement for Thea Bowman House Inc. 731 Lafayette Street, Utica, NY 13502. This Center provides safe Day Care Services for children. The Department pays them for care of children from eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of this Agreement is January 1, 2011 through December 31, 2011 paid at Day Care "Market Rates" as determined by New York State Office of Children and Family Services.

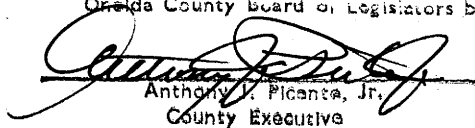
The total paid to Thea Bowman House Inc. for services between October 1, 2009 and September 30, 2010 was \$ 786,352.11, with a local share of 4 % or \$ 31,454.08.

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

Sincerely,
 

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 11-8-10

11/1/10
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Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Thea Bowman House Inc.
731 Lafayette Street
Utica, New York 13502

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served: Licensed for a total of 77 children, 34 Toddlers, 30 Preschoolers and 13 School-Aged Children.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located: The Thea Bowman House
731 Lafayette Street
Utica, New York 13502

2). Program/Service Objectives and Outcomes

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates

Oneida County Dept. Funding Recommendation: Account # A6055.495

Mandated or Non-mandated: Mandated Service

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

Federal	84 %	\$ 660,535.77
State	12 %	\$ 94,362.25
County	4 %	\$ 31,454.09

Cost Per Client Served:

Past performance Served: The Department had a contract with Thea Bowman House since 1996. The Department paid a total of \$ 786,352.11 for period October 1, 2009 through September 30, 2010. The Contractor provides service for part-time and full-time daycare and serviced (218) children during this time frame.

O.C. Department Staff Comments: The Department is satisfied with this provider and contracts with a number of Day Care Centers to ensure the availability of services when needed.

AGREEMENT	DISTRICT CODE	DATE MO. YR.	CONTRACT NUMBER	FED. PART.
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DAY CARE SERVICES

Agreement made this 1st day of JANUARY, 2011, by and between the Oneida County Department of Social Services, located at 800 Park Avenue, Utica, NY hereinafter called the Department and THEA BOWMAN HOUSE INC., located at 731 LAFAYETTE STREET, UTICA, NEW YORK 13502 hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter called the Commissioner, is authorized under Section 410 of the Social Services Law (SSL) to provide Day Care Services at public expense for children residing in her territory who are eligible therefore pursuant to criteria established by the New York State Department of Social Services, and

WHEREAS, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3) (a) of said SSI, or if the Center is a private proprietor a waiver has been granted pursuant to Section 410.3 and

WHEREAS, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 SSI, and

WHEREAS, Day Care Services are included in the latest Comprehensive Annual Social Services Program Plan for New York State including the Oneida County Social Services District, and

WHEREAS, the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

WHEREAS, it is economically and organizational feasible for the Department to contract with the Contractor for the performance of these services;

NOW THEREFORE, the parties in consideration of the above, do covenant and agree as follows:

1. The Contractor shall furnish to the Department Day Care Services as follows:

*Thea Bowman House, Inc.
Day Care Services*

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Objectives

(a) To provide quality day care to children between 18 months and 12 years of age for a portion of the day and less than 24 hours, outside their home in accordance with State and Federal standards for day care.

Location of Services

(b) The Contractor will provide the agreed services at its place(s) of business, 731 LAFAYETTE STREET, UTICA, NEW YORK. There are no other locations where the Contractor will provide services.

Unit of Service

(c) A unit of service is defined for the purpose of this agreement, as the care of a child for one week, five full days of at least six hours per day.

(d) A child in care at this Center must be at least 18 MONTHS and no more than 12 YEARS of age since this is the basis for issuance of their permit.

2. The Department will pay the Contractor Per Market Rates for each unit of service (ref., item 1. (c) provided pursuant to this agreement. This rate per service unit has been determined by the Department to be an amount reasonable and necessary to assure the quality of the day care services purchased per DSS 1993, Annual Day Care Budget form. Part-time rate will be individually negotiated.

3. This Agreement may be terminated by either party upon 30 days notice to the other party.

4. Performance under this agreement shall commence on JANUARY 1, 2011 and shall terminate on DECEMBER 31, 2011 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

5. The parties hereto agree to abide by all the items and requirements set forth in Contract Attachment A, hereto annexed and made part hereof, or as the same may be amended by amendments hereto.

Department will not be responsible for any fee and all clients supplemented by Social Services funds will not be required

*Thea Bowman House, Inc.
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to pay a registration fee.

Now Therefore, the Department will allow for payment of 4 absentee days per month.

In Witness Whereof, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

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

DATE: _____ BY: _____
Lucille A. Soldato, Commissioner
Oneida County Department of Social Services

DATE: 10-18-10 BY: Jane Domingue
Contractor

Executive Director
Title

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made on the 1ST day of JANUARY 2011, By and Between the Oneida County Department of Social Services, located at County Office Building, 800 Park Avenue, Utica, New York, hereinafter called the Department and THEA BOWMAN HOUSE, INC., located at 731 LAFAYETTE STREET, UTICA, NEW YORK 13502 hereinafter called the Contractor do hereby agree that this Attachment A is part and parcel of aforesaid agreement and do further covenant and agree as follows:

1. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the State Department of Social Services.

2. If and so long as funds are available therefore, the Department shall purchase from the Contractor, any or all of the services set forth in this agreement which the Contractor may furnish to persons eligible therefor.

3. The Department shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for the above services to be purchased by the Department and to be furnished by the Contractor to those persons determined to be eligible therefore in accordance with the Social Services Law of the State of New York and the Regulations of the New York State Department of Social Services, and the Department will retain continuing, basic responsibility for determining the eligibility of persons for such services.

4. The Department shall perform the functions of determining eligibility and developing the individual plans of services in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

5. The Department shall furnish such services in accordance with applicable requirements of law and shall cooperate with the Department, as may be required so that the Department and the New York State Department of Social Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and the other applicable provisions of the Social Security Act and the Social Services Law and be able to meet all the applicable requirements, both State and Federal pertaining thereto.

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6. The Contractor will establish a system through which recipients may present grievances about the operation of the service program. The Contractor will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

7. The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a fair hearing, the New York State Department of Social Services will provide such a hearing through its regular fair hearing procedures.

8. (a) The Department working through the State Department of Social Services shall be responsible for establishing fair hearing procedures; holding fair hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of its decision.

(b). The Contractor, upon the request of the Department shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

9. Designated representatives of the Department and of the State Department of Social Services shall have access to persons who are eligible for or who may be eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this agreement.

10. The Contractor agrees to maintain books, records documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor.

The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department.

The Contractor agrees to include these requirements in all subcontractors and assignments.

11. Contractor agrees to maintain program records required by the Department and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services-may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the Department.

12. The Contractor agrees to retain all books, records and other documents relevant to this agreement for five years after final payment, Federal and/or State auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

13. The Department shall develop, in cooperation with the Contractor, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements.

14. The Department and the Contractor shall through cooperative efforts develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.

15. The Contractor shall not assign this agreement without prior written approval of the Department (which shall be attached to the original agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

16. The Department and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agree not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

17. The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and

as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

18. The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

19. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department Agency. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information

- electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by

the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

20. The Contractor agrees to comply that any contractor doing business from a location within Oneida and Herkimer Counties shall be required, pursuant to Oneida County Board of Legislators Resolution No. 249 of May 29, 1999, to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors.

21. The parties agree to renegotiate this agreement in the event that the Department of Health, Education and Welfare or the New York State Department of Social Services issue new or revised requirements on the Department as a condition for receiving continued Federal or State reimbursement.

22. This agreement may be amended whenever determined necessary by the Department and Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the contract.

*Thea Bowman House, Inc.
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23. This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

24. The Contractor will retain all fees collected from eligible individuals required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

25. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not, on the grounds of age, race, color, or national origin:

a. deny an individual any services or other benefits provided under the program;

b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;

c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;

d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;

e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;

f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him an opportunity to do so which is different from that afforded others under the program.

26. During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex,
Thea Bowman House, Inc.
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color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination

clauses and such section of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Department upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights of his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

g. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

27. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provides in part: that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or officials of

the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and,

b. This agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred and fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or officer may be canceled or terminated by the Department or municipal corporation or fire district without incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

c. The undersigned, as an officer of the Contractor expressly warrants and represents that neither he nor any member, director or officer of the Contractor, prior to the date of execution of this contract, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

28. It is hereby agreed that the Contractor will secure compensation insurance to cover employees engaged under this contract in compliance with the provisions of the Workmen's Compensation Law, and keep such employees insured during the life of this contract, and in default thereof, this contract shall be void and of no effect.

29. The relationship of the Contractor to the Department shall be that of independent contractor. The Contractor, in
Thea Bowman House, Inc.
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accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation coverage, or retirement membership or credits.

30. By submission of any bid in connection with this agreement, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certified as to its own organization under penalty of perjury, that to the best of his knowledge and belief:

(1). The prices in this bid have been arrived at independently without collusion, consultation, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(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 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.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the immediate preceding paragraph.

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

It is further expressly agreed that the Contractor will hold the
Thea Bowman House, Inc.
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Department and the county of Oneida Harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

In Witness Whereof, the parties hereunto have signed this attachment and their Agreement for Purchase of Services to which this addendum is annexed and have affixed their signatures on the day and year appearing opposite thereto.

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

DATE: _____ Lucille A. Soldato, Commissioner
Oneida County Department of Social Services

DATE: 10-18-10 _____ *Jane Demergue*
Contractor

APPENDIX B

WHEREAS, the Department will reimburse the Contractor for transportation from day care to school and from school to day care under the following procedure:

1. At time of day care referral, interviewer must inquire as to the family's transportation needs:

- * access to a vehicle,
- * no access to a vehicle,
- * number of children requiring day care services and their location,
- * scheduled hours of employment / training vs. child's school hours (this information will indicate whether a need exists for transportation from day care to school and from school to day care should parent hours conflict with the child's schedule / example: parent work hours are 7:00 to 3:00 and child's school hours are 9:00 to 1:00),
- * two parent household / review why other parent or caretaker unavailable to meet the child(ren)'s needs,
- * extenuating circumstances, at the discretion of the DSS.

2. If a parent requests that a day care center provide transportation for their child, it is the responsibility of the day care center to notify the referral source of this request and receive approval for this additional cost.

3. All cases will be reviewed every 6 months, at time of recert, to reassess whether the need for transportation continues.

Payment Authorizations

WMS Authorization Form: If transportation is authorized, please note on this form (in the white block area above the POS lines) that transportation is approved.

PAYMENT: \$ 3.00 for 1 trip
\$ 6.00 for round trip

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

Thea Bowman House, Inc.
Day Care Services

67101
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(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

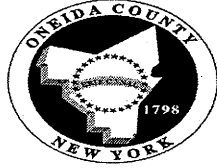
Jane Domingue
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Jane Domingue Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Jane Domingue
SIGNATURE

10-18-10
DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 1, 2010

FN 20 10-389

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

HUMAN RESOURCES

WAYS & MEANS

2010 NOV 01 PM 3:27
ONEIDA COUNTY LEGISLATURE

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed are copies of the Purchase of Services Agreement with the Rome Family YMCA for Day Care Services. This center provides safe Day Care Services for children 18 months to 5 years. The Department pays for the care of children for eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of the Agreement runs from Date of Execution through September 30, 2011. The rates for Day Care are the "Market Rates" determined by New York State Office of Children and Family Services. The total paid for the period September 1, 2009 through August 31, 2010 was \$ 70,020.47 with a local share of 4 % or \$ 2,800.82.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 11-8-10

11/1/10
17502

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Rome Family YMCA
301 W. Bloomfield Street
Rome, New York 13440

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: Date of Execution through September 30, 2011

Client Population/Number to be Served: Licensed for a total of children 18 months to 5 years.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at:

Rome Family YMCA
301 W. Bloomfield Street
Rome, New York 13440.

2). Program/Service Objectives and Outcomes

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates

Oneida County Dept. Funding Recommendation: Account #:A6055.495

Mandated or Non-mandated: Mandated Service

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

Federal	84.0 %	\$ 58,817.19
State	12.0 %	\$ 8,402.46
County	4.0 %	\$ 2,800.82

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 1990 for this service. The Department paid a total of \$ 70,020.47 for the period of September 1, 2009 through August 31, 2010. This contract served eighty four (84) children during this time frame.

O.C. Department Staff Comments: The Department contracts with a number of providers to ensure the availability of services.

CONTRACT IDENTIFICATION

AGREEMENT	DISTRICT CODE	DATE MO. YR.	CONTRACT NUMBER	FED. PART.
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DAY CARE SERVICES

Agreement made, by and between the Oneida County Department of Social Services, located at 800 Park Avenue, Utica, NY hereinafter called the Department and ROME FAMILY YMCA, located at 301 W. BLOOMFIELD STREET, ROME, NEW YORK 13440 hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter called the Commissioner, is authorized under Section 410 of the Social Services Law (SSL) to provide Day Care Services at public expense for children residing in her territory who are eligible therefore pursuant to criteria established by the New York State Department of Social Services, and

WHEREAS, the Commissioner may provide such Child Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3) (a) of said SSI, or if the Center is a private proprietor a waiver has been granted pursuant to Section 410.3 and

WHEREAS, the Contractor is authorized to provide Child Care Services by reason of holding a valid permit pursuant to Section 390 SSI, and

WHEREAS, Child Care Services are included in the latest Comprehensive Annual Social Services Program Plan for New York State including the Oneida County Social Services District, and

WHEREAS, the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

WHEREAS, it is economically and organizational feasible for the Department to contract with the Contractor for the performance of these services;

NOW THEREFORE, the parties in consideration of the above, do covenant and agree as follows:

Rome Family YMCA
Day Care Center

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1. The Contractor shall furnish to the Department Child Care Services as follows:

Objectives

(a) To provide quality child care to children between 5 years and 14 years of age for a portion of the day and less than 24 hours, outside their home in accordance with State and Federal standards for day care.

Location of Services

(b) The Contractor will provide the agreed services at its place(s) of business, SEE ATTACHED APPENDIX There are no other locations where the Contractor will provide services.

Unit of Service

(c) A unit of service is defined for the purpose of this agreement, as the care of a child for one hour.

(d) A child in care at this Center must be at least 5 years and no more than 12 YEARS of age since this is the basis for issuance of their permit.

2. The Department will pay the Contractor Per Market Rates for each unit of service (ref., item 1. (c) provided pursuant to this agreement. This rate per service unit has been determined by the Department to be an amount reasonable and necessary to assure the quality of the child care services purchased per DSS 1993, Annual Day Care Budget form. Part-time rate will be individually negotiated.

3. This Agreement may be terminated by either party upon 30 days notice to the other party.

4. Performance under this agreement shall commence on Date of Execution and shall terminate on SEPTEMBER 30, 2011 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

5. The parties hereto agree to abide by all the items and requirements set forth in Contract Attachment A, hereto annexed and made part hereof, or as the same may be amended by amendments hereto.

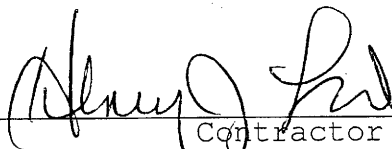
Department will not be responsible for any fee and all clients supplemented by Social Services funds will not be required to pay a registration fee.

Now Therefore, the Department will allow for payment of 4 absentee days per month.

In Witness Thereof, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

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

DATE: _____ BY: _____
Lucille A. Soldato, Commissioner
Oneida County Department of Social Services

DATE: 10/1/10 BY:  _____
Contractor

CEO
Title

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made, by and Between the Oneida County Department of Social Services, located at County Office Building, 800 Park Avenue, Utica, New York, hereinafter called the Department and ROME FAMILY YMCA, located at 301 W.BLOOMFIELD STREET, ROME, NEW YORK 13440 hereinafter called the Contractor do hereby agree that this Attachment A is part and parcel of aforesaid agreement and do further covenant and agree as follows:

1. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the State Department of Social Services.

2. If and so long as funds are available therefore, the Department shall purchase from the Contractor, any or all of the services set forth in this agreement which the Contractor may furnish to persons eligible therefor.

3. The Department shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for the above services to be purchased by the Department and to be furnished by the Contractor to those persons determined to be eligible therefore in accordance with the Social Services Law of the State of New York and the Regulations of the New York State Department of Social Services, and the Department will retain continuing, basic responsibility for determining the eligibility of persons for such services.

4. The Department shall perform the functions of determining eligibility and developing the individual plans of services in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

5. The Department shall furnish such services in accordance with applicable requirements of law and shall cooperate with the Department, as may be required so that the Department and the New York State Department of Social Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and the other applicable provisions of the Social Security Act and the Social Services Law and be able to meet all the applicable requirements, both State and Federal pertaining thereto.

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6. The Contractor will establish a system through which recipients may present grievances about the operation of the service program. The Contractor will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

7. The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a fair hearing, the New York State Department of Social Services will provide such a hearing through its regular fair hearing procedures.

8. (a) The Department working through the State Department of Social Services shall be responsible for establishing fair hearing procedures; holding fair hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of its decision.

(b). The Contractor, upon the request of the Department shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

9. Designated representatives of the Department and of the State Department of Social Services shall have access to persons who are eligible for or who may be eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this agreement.

10. The Contractor agrees to maintain books, records documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor.

The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an

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HIV infection or an HIV - related illness.

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

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

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

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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paper files that contain protected health information of the Department's clients;

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor agrees to include these requirements in all subcontractors and assignments.

11. Contractor agrees to maintain program records required by the Department and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff

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directly or indirectly involved in the provision of services-may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the Department.

12. The Contractor agrees to retain all books, records and other documents relevant to this agreement for five years after final payment, Federal and/or State auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

13. The Department shall develop, in cooperation with the Contractor, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements.

14. The Department and the Contractor shall through cooperative efforts develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.

15. The Contractor shall not assign this agreement without prior written approval of the Department (which shall be attached to the original agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

16. The Department and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agree not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

17. The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964.

18. The parties agrees to renegotiate this agreement in the event that the Department of Health, Education and Welfare or the New York State Department of Social Services issue new or revised requirements on the Department as a condition for receiving continued Federal or State reimbursement.

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19. This agreement may be amended whenever determined necessary by the Department and Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the contract.

20. This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

21. The Contractor will retain all fees collected from eligible individuals required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

22. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not, on the grounds of age, race, color, or national origin:

a. deny an individual any services or other benefits provided under the program;

b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;

c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;

d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;

e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;

f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him an opportunity to do so which is different from that afforded others under the program.

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23. During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal

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employment opportunities without discrimination because of age, race, creed, sex, color or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Department upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights of his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

g. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

24. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provides in part: that upon the refusal of a

Rome Family YMCA
Day Care Center

17502

Date of Execution-September 30, 2011

person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and,

b. This agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred and fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or officer may be canceled or terminated by the Department or municipal corporation or fire district without incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

c. The undersigned, as an officer of the Contractor expressly warrants and represents that neither he nor any member, director or officer of the Contractor, prior to the date of execution of this contract, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

25. It is hereby agreed that the Contractor will secure compensation insurance to cover employees engaged under this contract in compliance with the provisions of the Workmen's Compensation Law, and keep such employees insured during the life of this contract, and in default thereof, this contract shall be void and of no effect.

26. The relationship of the Contractor to the Department shall be that of independent contractor. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation coverage, or retirement membership or credits.

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

28. By submission of any bid in connection with this agreement, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certified as to its own organization under penalty of perjury, that to the best of his knowledge and belief:

(1). The prices in this bid have been arrived at independently without collusion, consultation, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(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 to any competitor; and

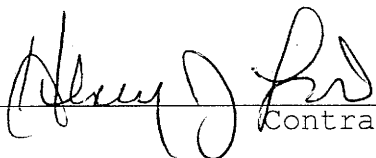
(3). No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the immediate preceding paragraph.

In Witness Whereof, the parties hereunto have signed this attachment and their Agreement for Purchase of Services to which this annenda is annexed and have affixed their signatures on the day and year appearing opposite thereto.

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

DATE: _____ Lucille A. Soldato, Commissioner
Oneida County Department of Social Services

DATE: 10/1/10  Contractor

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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Day Care Center

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Date of Execution-September 30, 2011

- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

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

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

YMCA-WCC of Rome, NY Inc.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Henry J. Leo, CEO
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature] _____
SIGNATURE DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 4, 2010

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

FN 20 10 - 390

HUMAN RESOURCES

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV -8 PM 3:27

Dear Mr. Picente:

WAYS & MEANS

Oneida County is in receipt of a grant from Office of Children and Family Services in the amount of \$ 151,649.00. These funds will be used by the Oneida County Child Advocacy Center. This Grant has a Contract period for October 1, 2010 through September 30, 2011.

There will be no county funds utilized to support this effort. I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be expedited to the Board of Legislators for acceptance of these grant funds due to the time sensitive start date.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 11-8-10



#35402

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Office of Children and Family Services
52 Washington Street
Rensselaer, New York 12144

Title of Activity or Services: Oneida County Child Advocacy Center Grant

Proposed Dates of Operations: October 1, 2010 through September 30, 2011

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The grant will enhance several of the standards that the Oneida County Child Advocacy Center has been able to meet in the past. The funds will also provide for much needed training for the Child Advocacy Center staff in the areas of medical exams, interviews, investigations, mental health, victim advocacy and prosecution. The funds will also help cover costs relating to the expansion of hours relating to Child Advocacy Center after hour supervision, when critical decisions are made that can seriously effect case outcomes. Finally, the grant will enhance the administrative capabilities of the Child Advocacy Center by providing support for additional staff.

2). Program/Service Objectives and Outcomes

These funds will be utilized to support Contractual/Consultants, travel and trainings, a vehicle lease for victim/witness transport, office supplies, and other operating expenses.

3). Program Design and Staffing Level -

Total Grant Amount: \$ 151,649

Oneida County Dept. Funding Recommendation: A2703 - 100% funds through New York State Office of Children and Family Services

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

Federal	0%
State	100%
County	0%

Cost Per Client Served:

Past performance Served:

O.C. Department Staff Comments:

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

APPENDIX X

MODIFICATION AGREEMENT

Agency Code: 25000 Contract No. C025157 Period: 10/1/2010 - 9/30/2011

Funding Amount for Period \$ 151,649.00

This contract is funded with non-Federal funds only

This contract is funded in whole or in part with Federal funds (see Appendix A3, paragraph 14 for Federal audit information))

OCFS has determined that the Contractor is NOT a subrecipient)

OCFS has determined that the Contractor is a subrecipient

The Federal Funds for this contract are from Catalogue of Federal Domestic Assistance (CFDA) Number(s):

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Children and Family Services, having its principal office at 52 Washington Street, Rensselaer, New York 12144 (hereinafter referred to as the STATE), and Oneida County (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C025157 as amended in attached Appendix(ices)

APPENDIX A-1

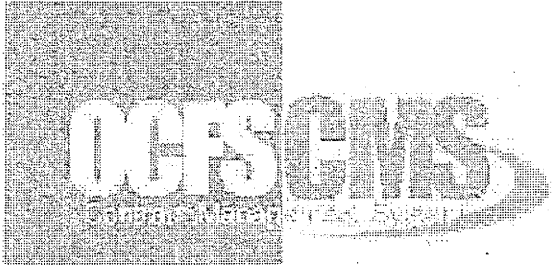

Appendix B

APPENDIX C

Appendix D

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

The parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR	STATE AGENCY Office of Children and Family Services
Electronically Signed by: 	Electronically Signed by: 
	<u>State Agency Certification</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

I certify that I have personally verified the electronic signature of the Contractor to this Agreement.

BCM SIGNATURE: _____

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE

Approved:
 Thomas P. DiNapoli
 State Comptroller

Title: _____

Title: _____

Date: _____

Date: _____

**Standard Clauses for New York State
Office of Children and Family Services Contracts
APPENDIX A-1
Revised 8-2010**

1. PERSONNEL

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

2. NOTICES

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

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

Notices to the Contractor shall be addressed to the Contractor's designee as shown on the Cover Page in Appendix D, or to such different designee as the Contractor may from time-to-time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

3. OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the

APPENDICES.

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

4. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the APPENDICES. Any modifications to the tasks or workplan contained in Appendix D must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Office within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Office under the Federal Social Security Act.
- d. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against any county or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or any county or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during the pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
 - The contractor shall provide to the New York State Office of Children and Family Services in a format provided by the Office such additional information concerning the provision of legal services as the Office shall require.
- e. The Office will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project

reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- f. Except where the Office otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Office, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, (2) that nothing contained in the subcontract shall impair the rights of the Office under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Office, and (4) incorporating all provisions regarding the rights of the Office as set forth in Section 9 of this Appendix A-1 and in Appendix A-3, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Office for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor
- g. The contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Office, have all the necessary licenses, approvals and certifications currently required by the laws of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain the requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify Office.
- h. Prior to executing a subcontract agreement the Contractor agrees to provide to the Office the information the Office needs to determine whether a proposed Subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section 3 m. of this Appendix A-1.
- i. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Office forthwith and shall be subject to the direction of the Office as to the disposition of such revenue.
- j. Any interest accrued on funds paid to the Contractor by the Office shall be deemed to be the property of the Office and shall either be credited to the Office at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- k. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- l. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal); and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.

- Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
- Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
- Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

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

- m. By signing this contract, the contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to OCFS prior to entering into this contract. The actions that would potentially establish a basis for a finding by OCFS that the contractor is a non-responsible vendor include:
- The contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The contractor has had a claim, lien, fine, or penalty imposed or secured against the contractor by a governmental agency.
 - The contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the contractor.
 - The contractor has been issued a citation, notice, or violation order by a governmental agency finding the contractor to be in violation of any local, state or federal laws.
 - The contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
 - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
 - The contractor has engaged in any other actions of a similarly serious nature.

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

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

- n. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a.
- o. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the AGREEMENT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the AGREEMENT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of the Office of the State Comptroller.
- p. Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-

based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by OCFS and the results of such testing must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.

- q. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

5. REPORTS AND DELIVERABLES

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

6. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Employee Confidentiality Certification and Employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Employee Confidentiality Certification before any such employees and volunteers are permitted access to any client identifiable information concerning such youth.

7. PUBLICATIONS AND COPYRIGHTS

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

equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded.

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

8. PATENTS AND INVENTIONS

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

9. TERMINATION

- a. This AGREEMENT may be terminated by the Office upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Office agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT for the purposes set forth in this AGREEMENT, or if at any time during the term of this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter. Said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require a) the repayment to the Office of any monies previously paid to the Contractor, or b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of a) and b), at the Office's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Office terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Office to the Contractor.
- d. Should the Office determine that Federal or State funds are limited or become unavailable for any reason, the Office may reduce the total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Office agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Office shall follow this up immediately with

written notice. The Office will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Office. For Legislative and other special purpose grants funded from a State Community Projects Fund (State Finance Law § 99-d) account, the state shall not be liable for payments under this agreement made pursuant to an appropriation to the account if insufficient monies are available for transfer to the account, after any required transfers are made pursuant to State Finance Law § 99-d (3).

- e. The Contractor shall provide to the Office such information as is required by the Office in order that the Office may determine whether the Contractor is a responsible vendor for purposes of compliance with Section 163 of the State Finance Law and requirements of the Office of the State Comptroller established thereunder. If there is any change in any of the vendor responsibility information provided to the Office by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Office so that the Office may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Office of any change in the vendor responsibility information or should the Office otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

10. CONTRACTOR COMPLIANCE

The Office shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on the Office's behalf. If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused the funds paid to the Contractor, the Contractor agrees to pay to the Office any costs associated with the review.

If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Office, the rights of the Office shall include, but not be limited to:

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

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Office in transferring the operation of the contracted services to any other entity selected by the Office in a manner that will enable

the Office or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Office from taking actions otherwise available to it under law including but not limited to the State's "Set-Off Rights" and "Records" provisions contained in Appendix A (Standard Clauses for all New York State Contracts).

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

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

11. FISCAL SANCTIONS

In accordance with the OCFS Fiscal Sanction policy, contractors may be placed on fiscal sanction when the Office identifies any of the following issues:

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

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

12. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and Office procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and Office procedures and will affirmatively certify that all information provided pursuant to those provisions is

complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and Agreement pursuant to State Finance Law Sections 139-j and 139-k.

The Office reserves the right to terminate this contract if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the Office, the Office may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract. Nothing herein shall preclude or otherwise limit the Office's right to terminate this contract as set forth at Paragraph 8 of this Appendix A-1.

13. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the contractor must submit on or before May 15th of each year for the annual period ending March 31st, Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record. This form must report information for all employees who provided services under the contract whether employed by the contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site: <http://ocfs.state.ny.net/admin/Forms/Contracts/word2000/OCFS-4843%20State%20Consultant%20Services-Contractors%20Annual%20Employment%20Record.doc>

The contractor must submit a completed Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record, to each of the following addresses:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Alfred E. Smith Office Building
8th Floor Counsel's Office
Albany, New York 12239

14. ADDITIONAL ASSURANCES

- a. The Office and Contractor agree that Contractor is an independent contractor, and not an employee of the Office. The Contractor agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only the Office) injured by the negligent acts or omission of Contractor, its officers and/or employees or subcontractors. Furthermore, The Contractor agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights,

or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this contract.

- b. The Contractor agrees that Modifications and/or Budget Revisions that do not effect any change in the amount of consideration to be paid, or change the term, will be in accordance with Appendix C.
- c. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an appropriate amount.
- d. Notwithstanding the provisions of Article 14 of this contract, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

15. RENEWAL NOTICE TO NOT-FOR-PROFIT CONTRACTORS

With respect to contracts that include a renewal option, if the Office does not provide notice to Contractor of its intent to not renew this contract by the date by which such notice is required by §179-t (1) of the State Finance Law, this contract shall be deemed continued until the date that the Office provides the notice required by §179-t (1), and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

A-1 Summary of Personnel Costs

Position/Title	Annual Salary	% of Time	Salary times % of Time**	Local Share	OCFS Grant Funds	Total Cost
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
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			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
1. Personnel Total				\$0	\$0	\$0
2. Fringe Benefits Total	<i>Enter Rate:</i>					\$0
3. Total Personal Services Costs			0	\$0	\$0	\$0

** The figures in the column are for comparison purposes only. It may not exactly equal the Total Cost figure.

A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

2. Title:

Enter Role/Responsibility Below

3. Title:

Enter Role/Responsibility Below

4. Title:

Enter Role/Responsibility Below

5. Title:

Enter Role/Responsibility Below

6. Title:

Enter Role/Responsibility Below

7. Title:

Enter Role/Responsibility Below

8. Title:

Enter Role/Responsibility Below

9. Title:

Enter Role/Responsibility Below

10. Title:

Enter Role/Responsibility Below

11. Title:

Enter Role/Responsibility Below

12. Title:

Enter Role/Responsibility Below

13. Title:

Enter Role/Responsibility Below

14. Title:

Enter Role/Responsibility Below

15. Title:

Enter Role/Responsibility Below

16. Title:

Enter Role/Responsibility Below

17. Title:

Enter Role/Responsibility Below

18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below

B4. Contractual/Consultant

Item	Local Share	OCFS Funds	Total Costs
Administrative Assistant		\$20,151	\$20,151
Database Entry Clerk		\$27,000	\$27,000
2 Neighborhood Center Advocates		\$68,867	\$68,867
2 Vehicle Leases for victim/witness transportation		\$6,972	\$6,972
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Contractual/Consultant Costs	\$0	\$122,990	\$122,990

Enter Budget Narrative Below:

Database Entry and Maintenance Clerk will be responsible for data entry, generating reports, development and system integrity. \$20 hour x 1,664 hours. = \$33,280. \$ 6,280 to be covered under CFRT Grant for services provided to CFRT Program.

Admin. Assistant (AA) will be co-located on site at the CAC, and will prepare petitions for Family Court and the new Combined Court program, which combines Criminal and Family Court for certain CAC cases. This position will help enable caseworkers and investigators to spend more time conducting forensic interviews and investigations more completely. The AA will work on CAC related cases only. The AA will also assist in the overall operation of the CAC. \$27.68 hr x 728 hrs = \$20,151.

CAC Advocate is co-located and dedicated to child victims and their non-offending families. The CAC will have two advocates in an effort to provide the availability of 24/7 support to the victims and non-offending families, which also allows an advocate to be available to the victims at the on-set of any crisis. Advocate services cost \$ 78,867 which \$ 10,000 will be covered under funds from National Children's Alliance.

The vehicles will be used for victim/witness transportation to the CAC for forensic interviews, medical examinations, court functions and investigations. Vehicles already approved under previous grant. Cost effectiveness mileage/lease ratio as follows: Vehicle # 1 - 50 cents/mi. X 20,000 mi = \$ 10,000, \$ 281 X 12 months = \$ 3,372 lease cost. Vehicle # 2 - 50 cents/mi. X 20,000 = \$ 10,000, \$ 300 X12 months = \$ 3,600 lease cost. There is an increase demand for transportation due to the expansion of CAC medical services, and the new combined court system. Price is state bid price, other county funds will be used for vehicle maintenance & fuel. Oneida county is over 1,200 square miles.

These are related to OCFS Standards: Multidisciplinary Team, Organizational Capacity, Forensic Interviewing, Case Review, and Case Tracking.

B5. Travel

Item	Local Share	OCFS Funds	Total Costs
1 Members attend NYSP Sex Offense Seminar		\$420	\$420
1 Members attend NYSP Physical Abuse Conf.		\$420	\$420
Mileage		\$1,000	\$1,000
2 members attend the Bivona Summit in Rochester		\$400	\$400
20 members attend Forensic Intrviewing Certification Training		\$2,400	\$2,400
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Travel Costs	\$0	\$4,640	\$4,640

Enter Budget Narrative Below:

-NYSP Sex Offense and Physical Abuse Seminars trainings are the premier basic training for investigators, caseworkers, medical providers, and prosecutors. No cost for seminar. Hotel costs, per info provided; room for 1 people X \$90/night x 4 nights = \$360 seminars, for 2 seminars, misc. expenses, \$120 = \$ 840

Bivona Summit Seminar (2 Members) X (\$65.00 per person, Hotel = \$ 90.00/night, plus Misc expenses \$ 45.00) = \$ 400

Forensic Interviewing Certification Training held at the Oneida County CAC cost \$ 56 per person X 12 members = \$ 672
 Forensic Interviewing Certification Training 4 members (Albany) and 4 members (Rochester) cost \$ 56 per person plus misc. \$ 160 = \$ 216
 Total cost \$ \$ 2,400

These seminars feature nationally recognized experts and speakers made available in New York State to control cost Estimated expenses included travel, lodging and fees. All CAC personnel are offered an opportunity to attend training based on a rotating basis and need. All disciplines are represented.

Mileage is based on \$.50 cents per mile for CAC staff transportation and or travel to trainings and meetings for all MDT members the mileage also will provide for the transportation of Victims and non-offending families due to the reduction of one leased vehicles that was present in the previous grant. 2,000 miles X .50 cents = \$ 1,000

All relate to OCFS Program Standards -CAC/Multidisciplinary Team, Organizational Capacity, Forensic Interviews, and Medical Component by providing essential training in investigations, medical, mental health, administration, victim advocacy, along with national networking and cross-training.

All New York State Approved rates and guidelines will be followed and OCFS program manager will approve all training and travel. Reimbursement will not exceed the NYS approved rate.

B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
Office Supplies		\$900	\$900
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Supply Costs	\$0	\$900	\$900

Enter Budget Narrative Below:

Office supplies are for a full and part time staff of 30+, along with supplies for the Googin Auditorium, and includes copier paper, writing supplies, note-pads, general office supplies. Oneida County requires state bid pricing.

Related to OCFS Program Standards: CAC/Multidisciplinary Team, Organizational Capacity.

B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
			\$0
Utilities		\$19,669	\$19,669
Medical Insurance for on-site medical exams		\$1,000	\$1,000
Lexis-Nexis Investigation asset		\$1,950	\$1,950
NCA annual fee		\$500	\$500
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Other Expenses	\$0	\$23,119	\$23,119

Enter Budget Narrative Below:

* Utilities expense is for 10,689 sq. footage occupied by the CAC billed by Office of Mental Health for electricity, natural gas and water/sewer

*Expansion of medical response requires additional insurance coverage by medical providers. Costs based on 3 providers (1 MD, 2 NPs) x and 7 registered nurses x \$100 ea = \$1,000.

*Lexis-Nexis is a national firm that provides a wide range of information available to CAC staff for investigative purposes. The information is not available through any other means, and will significantly aid in investigations. \$162.50/mo x 12 mos = \$1,950.

National Children's Alliance annual fees for the year is \$500

All relate to OCFS Program Standards Child Friendly Facility, CAC/Multidisciplinary Team, Forensic Interviews, Organizational Capacity, Medical,

Contractor Name:	Oneida County Department of Social Services
Period of Budget:	10/1/10-9/30/11
Contract Number:	C025157

**APPENDIX B
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
1	2	3	4
A. Personal Services			
1. Project Staff Salaries	\$0	\$0	\$0
2. Fringe Benefits			\$0
3. Total (Lines 1 + 2)	\$0	\$0	\$0
B. Non-Personal Services			
4. Contractual/Consultant	\$0	\$122,990	\$122,990
5. Travel/Per Diem	\$0	\$4,640	\$4,640
6. Equipment	\$0	\$0	\$0
7. Supplies	\$0	\$900	\$900
8. Other Expenses	\$0	\$23,119	\$23,119
9. Total (Total Lines 4 to 8)	\$0	\$151,649	\$151,649
C. Project Total (Lines 3 + 9)	\$0	\$151,649	\$151,649

	Local Match (if required) Use *calculation below
--	--

*Local Match Calculation = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

Local Share/Match Breakdown

	Source	Amount
A. Cash Donations		
B. In-Kind Donations		
C. Volunteers/Intern		
D. Fees for Service		
E. Unrestricted Cash or Fund Balance		
F. Grants:		
- Other grants supporting this project		
Amount of OCFS Funds	NYOCFS	\$151,649
Non-OCFS Funds supporting this project		
Total		\$151,649

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

PAYMENT AND REPORTING SCHEDULE

Rev. 3/01/10

APPENDIX C

This contract is funded with non-Federal funds only

This contract is funded in whole or in part with Federal funds (see Appendix A3,

paragraph 14 for Federal audit information)

OCFS has determined that the Contractor is NOT a subrecipient

OCFS has determined that the Contractor is a subrecipient

The Federal Funds for this contract are from Code of Federal Domestic Assistance (CFDA) Number(s):

GENERAL SCHEDULE AND PAYMENT

- a) In consideration of the Services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Children and Family Services, (Office), agrees to pay and the Contractor agrees to accept a sum not to exceed the amount specified on the face page thereof for the initial contract period and for subsequent periods, as specified in Appendix X, and in accordance with the budget contained in Appendix B, which is attached hereto. Payment under this AGREEMENT is conditional upon the continued availability of State funds for this purpose and upon approval by the New York State Division of Budget. Should funds become unavailable or the Division of Budget fail to approve sufficient funds to complete this project according to the amount contained on the face page and the Appendix B of this AGREEMENT, (including the supplements thereto), the Contractor shall be relieved of any obligation to continue this project beyond the period for which funds were allocated.
- b) To the extent permitted by applicable Federal and State Law and regulation, the Office may, at its own discretion, make advance payments to the Contractor, up to forty percent (40%), upon the submission of sufficient justification therefore. Said advance may be eligible for payment only upon approval of this AGREEMENT by the Attorney General and by the Comptroller of the State of New York and upon the submission to the Office by the Contractor of a properly executed State of New York Standard Voucher in a form acceptable to the Office and to the Comptroller of the State of New York. Each advance shall be recovered by crediting one third of the forty percent (40%) advance against each of the claims for the first three quarterly reporting periods. If the amount of any voucher is not sufficient to cover the proportionate advance amount to be recovered, then subsequent vouchers will be reduced until the advance is fully recovered. Any unexpended advance balance at the end of the contract period will be refunded by the Contractor to the Office. In the event either party terminates the contract prior to its expiration, the Contractor agrees to refund to the Office immediately any advance balance then outstanding.

- c) Contractor shall provide complete and accurate billing invoices to the Office in order to receive payment. Billing invoices submitted to the Office must contain all information and supporting documentation required by this AGREEMENT, the Office and the Office of the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner of the Office, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the Office of the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Office of the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this AGREEMENT if it does not comply with the Office of the State Comptroller's electronic payment procedures, except where the Commissioner of the Office has expressly authorized payment by paper check as set forth above.

REFUNDS

In the event that the contractor must make a refund to the Office for contract related activities (repayment of an advance, an audit disallowance, or for any other reason) payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The contractor must include with the payment a brief explanation of why the refund is being made and reference the contract number. Refund payments must be submitted to:

NYS Office of Children and Family Services
Attention: Contract Cash Receipts
Bureau of Contract Management
Capital View Office Park
52 Washington Street
South Building, Room 202
Rensselaer, NY 12144-2796

- d) An initial advance, if determined to be payable to the contractor, shall be payable thirty days from the start date of services within the contract period or thirty days from the submission of a properly executed State of New York Standard Voucher in a form acceptable to the Office and to the Comptroller of the State of New York, whichever is later.

The Office agrees to pay the Contractor for expenses incurred in behalf of fulfilling this AGREEMENT, according to the budget contained in Appendix B and upon the submission of a properly executed State of New York Standard Voucher in a form acceptable to the Office and to the Comptroller of the State of New York. These vouchers shall be submitted at least quarterly. The Office agrees to submit each approved voucher to the Comptroller for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing and together with a justification

therefore. The Contractor agrees to submit all vouchers to the Office no later than thirty days following the completion or termination of each period of this AGREEMENT. For purposes of Article XI-B of the State Finance Law, vouchers other than those for payment of advances are payable 30 days after receipt if deemed acceptable by Office and the Office of the State Comptroller.

- e) Subcontractors shall be paid on a timely basis after submitting the required reports and vouchers for reimbursement of services. When the Contractor has received a complete voucher from a subcontractor with all required information for the period of the reimbursement request, yet fails to pay the subcontractor for a period exceeding sixty days of receipt, the Office reserves the right to process direct payments to reimburse subcontractors for services rendered. The Contractor's request for reimbursement for the same period will then be adjusted accordingly. Subcontractors shall contact the State directly at the Designated Payment Office address listed in this Appendix to report delinquent reimbursements. The Contractor shall inform its subcontractors of this condition and shall not impose any penalty or inconvenience upon subcontractors who choose to contact the State directly under this condition.
- f) Payment for travel costs and related expenses incurred by the Contractor's staff and employees shall be made at no greater than the prevailing New York State rates established for travel costs and related expenses for employees.
- g) The Office reserves the right to withhold up to ten percent (10%) of the contract of any payment otherwise due under this AGREEMENT as security or the faithful completion of services under this AGREEMENT. Said amount is to be paid to the Contractor upon the receipt of all required reports, including the final programmatic and fiscal reports, all products of the project as provided in the AGREEMENT and the attachment hereto, a final voucher, the accounting for the advance payment made pursuant to this AGREEMENT, and upon certification by the Contractor that it has completed its obligations and duties of this AGREEMENT.

REPORTING SCHEDULE

- a) The Contractor shall also prepare and submit quarterly program reports and quarterly financial reports to the Office's Project Officer for review and approval. Financial reports shall include information sufficient to enable State and Federal officials to audit the claims and to check them against the provisions of this AGREEMENT including the Appendices. The Contractor shall, prior to receipt of final payment under this AGREEMENT, submit a final project report and a final financial report satisfactory to the Office no later than 30 days following completion or termination of each program period and/or this AGREEMENT.

BUDGET REVISIONS

- a) For the purposes of subparagraphs b), c) and d), direct cost categories are defined as the separate sections of the budget as shown on the Budget Summary Page.

- b) The Contractor may make revisions to the budget contained in Appendix B up to ten percent (10%) of any direct cost category item without prior approval of the Office except that any budget revisions that affect changes in the workplan contained in Appendix D shall require prior written approval of the Office. The Contractor agrees to submit any and all revisions made pursuant to this subparagraph to the Designated Payment Office identified in Appendix C, within ten (10) days of implementing such revisions or as an attachment to any claims for reimbursement that may be associated with such revisions, whichever is the earliest date.

- c) Budget revisions in excess of ten percent (10%) of any direct cost category item or which affect changes in the workplan as contained in Appendix D shall be submitted in writing to the Designated Payment Office identified in Appendix C, for approval, accompanied by justification therefore. The Office's Project Officer shall notify the Contractor, in writing, of the Office's approval of such budget revisions, or shall, in writing, notify the Contractor of the Office's disapproval and identify the reasons for such disapproval.

- d) Any proposed modification to the contract which results in a change of greater than ten percent (10%) to any budget category must be submitted by the Office to the Office of the State Comptroller (OSC) for approval.

OCFS Approval

The budget of any and all subcontractors shall not be revised by the subcontractor(s) or Contractor without the prior written approval of the Office.

DESIGNATED PAYMENT OFFICE

Program Office: NYS Office of Children and Family Services
Program Area: Child and Family Safety Unit
Program Officer: Tom Hess
Telephone: 518-474-9441
Address: New York State Office of Children and Family Services
Capital View Office Park
52 Washington Street, Room 321 North
Rensselaer, New York 12144-2796

**Appendix D
Application Cover Page – Agreement**

I. Project Title:	Child Advocacy Center			
II. Incorporated Agency Name:	Oneida County			
III. Amount of OCFS Funds Requested:	151,649			
IV. Proposed Dates of Project:	10/1/10-9/30/11			
V. Address: (Include Street, City, State, Zip Code)	Mailing	Payment	Site	Agency Record
Oneida County Department of Social Services 800 Park Ave, Utica, New York 13501	✓	✓		✓
Onedia County CAC 930 York Street Utica, New York 13502			✓	
VI. Federal Tax Identification Number:	156000460			
VII. Does the Business Entity have a Data Universal Numbering System (DUNS) Number? If yes, what is the DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No		DUNS Number:	
VIII. Is the Business Entity a: (a) For Profit entity; and (b) A New York Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
If yes, please specify the type of entity:	<input type="checkbox"/> Minority Owned Business Enterprise (MBE) <input type="checkbox"/> Women Owned Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> New York State Small Business			
IX. Is the Business Entity a: (a) Not-For-Profit entity; and (b) A Minority Community-Based Organization (MCBO)	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
X. Charities Registration Number:				
If exempt, enter reason for exemption:				
Contractor <input type="checkbox"/> has or <input checked="" type="checkbox"/> has not, filed all required periodic or annual written reports with the Attorney General's Charities Bureau.				

XI. Congressional/Legislative District Information: (If Known)				
Federal Congressional District(s): 24th				
State Assembly District(s): Several				
State Senate District(s): Several				
XII. County:		Oneida		
XIII. Contact Person(s):				
Key Contacts	Name	Address	Telephone & E-Mail Address **	Authorized to Sign Contracts and/or Vouchers
Board Chairperson				
Chief Administrative Officer	Lucille Soldato	Oneida County DSS 800 Park Avenue Utica, New York 13502	315-798-5733 soldato@ocgov.net	
Contract Contact	Tamatha Stoetzner	Oneida County DSS 800 Park Avenue Utica, New York 13502	315-798-5260 tstoetzner@ocgov.net	
Chief Fiscal Officer	Debra Briggs	Oneida County DSS 800 Park Avenue Utica, New York 13502	315-798-5082 30a158@ocgov.net	
**An E-mail address is required. If you do not have a personal e-mail address, please supply your Organization's shared e-mail address.				

Griffiss International Airport



592 Hangar Road, Suite 200
Rome, NY 13441

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

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

October 19, 2010

FN 20 10 - 391

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

AIRPORT

WAYS & MEANS

Dear County Executive Picente,

Enclosed for your consideration is a State Supplemental Grant Agreement which matches a FFY- '10 federal Airport Improvement Program grant. Note that this agreement supplements a 5-year Master Agreement that establishes streamlined grant procedures and was approved by the Board of Legislators on December 30, 2008 (Resolution No. 451). It retains the contract number from the Master Grant (K006916), but has unique Project Identification Numbers (PIN). These projects are:

Project Description	Est. Total Cost	Fed. Share	State Share	Local Share
Rehab. Of Taxiways (Design), PIN No. 2905.25	\$200,000.00	\$190,000.00	\$5,000.00 (\$5,750.00 max.)	\$5,000.00
Rehab. Nose Dock #783 (Design) PIN No. 2905.26	\$100,000.00	\$95,000.00	\$2,500.00 (\$2,875.00 max.)	\$2,500.00
Rehab. Nose Dock #783 (Constr.) PIN No. 2905.27	\$2,423,437.00	\$2,302,265.00	\$60,586.00 (\$69,673.90 max.)	\$60,586.00
Drainage & Deicing Study PIN No. 2905.28	\$125,000.00	\$118,750.00	\$3,125.00 (\$3,593.75 max.)	\$3,125.00

The NYSDOT requires a municipal resolution be passed to accept their supplemental grant. Therefore, we respectfully request you forward to the Oneida County Board of Legislators for authorization to execute the supplemental agreement #2 with the New York State Department of Transportation. Capital Account H-339 Griffiss Airfield Redevelopment is established to receive these funds.

Upon Board approval, please return the signed and notarized agreements as well as *three (3) notarized resolutions* authorizing acceptance of the grant.

Should you have any questions regarding this application please contact me.

Sincerely,

W. Vernon Gray III
W. VERNON GRAY, III
Commissioner of Aviation

WVG:wfa
Attach.

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

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

Date 10-8-10

RECEIVED
LEGISLATIVE
SERVICES
OCT 20 10 11 31 AM '10

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County Contract Summary

Name of Proposing Organization: NYSDOT

Title of Activity or Service: **Grant**

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Supplemental agreement to NYSDOT 5-year master agreement for State share of FAA AIP grants.

2) Program/Service Objectives and Outcomes:

Amendment to master grant for State share of AIP projects.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$81,892.65**

Oneida County Department Funding Recommendation:

Account # H-339

Proposed Funding Source: Federal \$0 State \$81,892.65 County \$0

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments: NYSDOT requires municipal resolution to be passed to accept their supplemental grant.

ADDS NEW SCHEDULES A-8, A-9, A-10 and A-11

**NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
~~~~~  
AVIATION CAPITAL PROJECT AGREEMENT**

**GRIFFISS INTERNATIONAL**

**SUPPLEMENTAL AGREEMENT # 2**

This supplemental agreement, made as of this 26<sup>th</sup> day of March 2010, by and between the People of the State of New York (hereinafter referred to as the "State"), acting by and through the New York State Department of Transportation (the "Department"), having its principal office at 50 Wolf Road, Albany, New York 12232 and the County of Oneida (hereinafter referred to as "Grantee"), whose principal office is located at Rome, New York.

WITNESSETH:

WHEREAS, the parties entered into Contract K006916 dated September 16, 2008 pursuant to which the Grantee shall undertake a Project with State financial assistance in the form of a capital grant pursuant to Article 2 of the Transportation Law; and

WHEREAS, the parties desire to amend Contract K006916 by amending Schedule A of said Contract to add eligible projects to be funded pursuant to the Agreement and/or increase the amount of the grant funds available for a project indicated in Schedule A.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Grantee agree as follows:

SECTION 1.

Contract K006916 is hereby amended to add Schedule(s) A-8, A-9, A-10 and A-11 attached hereto, which supplements Contract K006916.

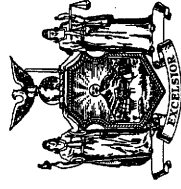
SECTION 2.

All of the terms and conditions of Contract K006916 not specifically amended herein shall remain in full force and effect.

**Contract:** K006916

**Grantee:** County of Oneida

**Facility:** GRIFFISS INTERNATIONAL



**Schedule A-8**

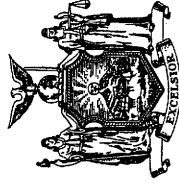
| PIN     | Project Description                      | Estimated Total Cost | Federal Share                | Local Share | State Share |
|---------|------------------------------------------|----------------------|------------------------------|-------------|-------------|
| 2905.25 | Rehabilitation of Taxiways (Design Only) | \$200,000.00         | \$190,000.00                 | \$5,000.00  | \$5,000.00  |
|         |                                          |                      | Maximum State Share Payable* |             | \$5,750.00  |

\* The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above.

**Contract:** K006916

**Grantee:** County of Oneida

**Facility:** GRIFFISS INTERNATIONAL



**Schedule A-9**

| PIN     | Project Description                                  | Estimated Total Cost | Federal Share | Local Share | State Share |
|---------|------------------------------------------------------|----------------------|---------------|-------------|-------------|
| 2905.26 | Rehabilitation of Nose Dock No. 783<br>(Design Only) | \$100,000.00         | \$95,000.00   | \$2,500.00  | \$2,500.00  |

Maximum State Share Payable\* \$2,875.00

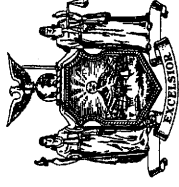
\* The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above.



**Contract:** K006916

**Grantee:** County of Oneida

**Facility:** GRIFFISS INTERNATIONAL



**Schedule A-10**

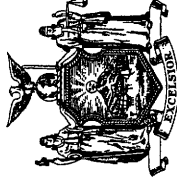
| PIN     | Project Description                                 | Estimated Total Cost | Federal Share  | Local Share | State Share                              |
|---------|-----------------------------------------------------|----------------------|----------------|-------------|------------------------------------------|
| 2905.27 | Rehabilitate Nose Dock Hangar 783<br>(Construction) | \$2,423,437.00       | \$2,302,265.00 | \$60,586.00 | \$60,586.00                              |
|         |                                                     |                      |                |             | Maximum State Share Payable* \$69,673.90 |

\* The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above.

**Contract:** K006916

**Grantee:** County of Oneida

**Facility:** GRIFFISS INTERNATIONAL



**Schedule A-11**

| PIN     | Project Description                | Estimated Total Cost | Federal Share | Local Share | State Share                  |
|---------|------------------------------------|----------------------|---------------|-------------|------------------------------|
| 2905.28 | Airport Drainage and Deicing Study | \$125,000.00         | \$118,750.00  | \$3,125.00  | \$3,125.00                   |
|         |                                    |                      |               |             | Maximum State Share Payable* |
|         |                                    |                      |               |             | \$3,593.75.                  |

\* The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their duly authorized officers as of the date herein above set forth.

Department of Transportation Certification

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

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

GRANTEE

By: \_\_\_\_\_  
Commissioner of Transportation

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
STATE OF NEW YORK  
ATTORNEY GENERAL

APPROVED:

BY: \_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
For the New York State  
Comptroller pursuant to Section  
112 of the State Finance Law

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

-----  
**Sponsor ACKNOWLEDGMENT**

STATE OF NEW YORK    )  
                                  ) s.:  
COUNTY OF            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me personally came \_\_\_\_\_, to me know and known to me to be the \_\_\_\_\_ of the \_\_\_\_\_, the same person described in and who executed the foregoing instrument; that she/he is authorized to execute the foregoing instrument on behalf of the \_\_\_\_\_ pursuant to and as provided by statute.

\_\_\_\_\_  
Notary Public

# Griffiss International Airport



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

ANTHONY J. PICENTE, JR.  
County Executive

FN 20 10 - 392  
W. VERNON GRAY, III  
Commissioner of Aviation

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 NOV - 0 PM 3:12

October 29, 2010

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

## AIRPORT WAYS & MEANS

FAA AIP Project 3-36-0119-27-10, Capt. Acct. H-339  
Airport Drainage and Deicing Study

Dear County Executive Picente,

The Oneida County Board of Legislators' Resolution No. 22 of 2010 provided the County Executive authorization to apply for Federal Aviation Administration (FAA) Griffiss Redevelopment Grants identified in Capital Project H-339. FAA has subsequently provided a grant for an "Airport Drainage and Deicing Study". The project is to be funded through the FAA's Airport Improvement Program for a total of \$125,000.00 with 95% Federal share (\$118,750.00), 2.5% State share (\$3,125.00) and 2.5% County share (\$3,125.00).

Attached for approval is a proposal from McFarland-Johnson, Inc. to provide the Engineering Design Services to perform the Drainage and Deicing Study. McFarland-Johnson's fee for their professional services is \$125,000.00. An Independent Fee Estimate (IFE), as required by FAA, was completed in determining McFarland-Johnson's fee as fair and reasonable. The Board of Acquisition and Contracts accepted this agreement on September 15, 2010.

The Oneida County Board of Legislators (F.N. 2009-415, Res. No. 348) has designated McFarland-Johnson, Inc. as an approved Airport Consultant.

Please consider acceptance of this agreement with McFarland-Johnson, Inc. for professional services at a fee of \$125,000.00, and if acceptable, forward to the Oneida County Board of Legislators for their consideration and approval. Also, it is asked that this request be **acted upon expeditiously** thereby allowing the project to commence as early as possible. Please contact me should you have any further questions. Charge Capital Account H-339. Thank you.

Sincerely,

W. Vernon Gray, III  
Commissioner

wfa/Attach.

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

Anthony J. Picente, Jr.  
County Executive

Date 11-8-10

Oneida County Department: Aviation

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

## Oneida County - Contract Summary

**Name of Proposing Organization:** McFarland-Johnson, Inc.

**Title of Activity or Service:** Professional Services

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

**Summary Statements:**

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

Professional services for Airport Drainage & Deicing Study.

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

Professional services to complete federal Airport Improvement Program Project - Drainage & Deicing Study.

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

**Total Funding Requested:** \$125,000

**Oneida County Department Funding Recommendation:** \$125,000.00      **Account #** H-339

|                                 |                             |                         |                          |
|---------------------------------|-----------------------------|-------------------------|--------------------------|
| <b>Proposed Funding Source:</b> | <b>Federal</b> \$118,750.00 | <b>State</b> \$3,125.00 | <b>County</b> \$3,125.00 |
|---------------------------------|-----------------------------|-------------------------|--------------------------|

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

**Past Performance Data:** N/A

**Oneida County Department Staff Comments:**

McFarland-Johnson is an FAA/County approved Airport Consultant selected by a competitive RFP process. Approved by Bd. of Acquisition & Contracts on 9/15/10.

**COPY**

**ENGINEERING AGREEMENT**

*for*

**ENGINEERING DESIGN**

**FOR THE**

**DRAINAGE & DEICING STUDY, PHASE I**

*at*

**GRIFFISS INTERNATIONAL AIRPORT**

*between*

**ONEIDA COUNTY DEPARTMENT OF AVIATION**

*and*

**McFARLAND-JOHNSON, INC.**

**August 2010**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the Oneida County Department of Aviation (hereinafter referred to as the "SPONSOR") and McFarland-Johnson, Inc. (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK TO BE DONE.

The SPONSOR agrees to and hereby does retain and employ the professional service of the CONSULTANT because of its ability and reputation, and the CONSULTANT agrees to perform such services of said project being particularly described as services in association with the Engineering Design of the Drainage & Deicing Study, Phase I at Griffiss International Airport, as further described in Exhibit "A" – "Scope of Services", attached hereto and made part of this Agreement.

ARTICLE 2. PROVISION FOR PAYMENT.

The SPONSOR shall pay to the CONSULTANT and the CONSULTANT agrees to accept as full compensation for its services under this Agreement:

2.1 The SPONSOR shall pay to the CONSULTANT and the CONSULTANT agrees to accept as full compensation for its services under this Agreement, a Lump Sum of \$125,000 covering salaries of employees assigned to the PROJECT, indirect costs, all direct expenses and profit. The Lump Sum Fee shall not be exceeded for any reason, unless additional services are performed in accordance with the Extra Work Provision of this Agreement.

2.2 The CONSULTANT shall submit to the SPONSOR monthly invoices.

2.3 The SPONSOR shall approve or disapprove said invoices within ten (10) work days of receipt thereof, and shall notify the CONSULTANT in writing within said time of the reason or reasons for any disapproval thereof. Payment of said invoices shall be made within sixty (60) days of invoiced date.

2.4 PARTIAL PAYMENTS.

2.4.1 The CONSULTANT shall be paid in monthly progress payments, based on the percentage of work accomplished during the month.

2.4.2 If SPONSOR fails to make any payment of CONSULTANT's invoices for services completed, which are not disputed by the SPONSOR, within 60 days after receipt of CONSULTANT's invoice, the CONSULTANT may increase its invoice by a rate of one and one-half percent (1½%) per month on the unpaid balance, and in addition, the CONSULTANT may suspend further services under this Contract after having given the SPONSOR seven (7) days written notice until the moneys due the CONSULTANT have been paid in full.

## 2.5 FINAL PAYMENT.

- 2.5.1 Upon completion and acceptance of the PROJECT by the SPONSOR, final payment will be made. The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the SPONSOR from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided in Article 2.
- 2.5.2 The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and make such materials available at its office at all reasonable times during the period of this Agreement and for three years from the date of Final Payment under this Agreement, for inspection by the SPONSOR, the State, Federal Aviation Administration, or any authorized representatives of the Federal Government and copies thereof shall be furnished if required.
- 2.5.3 The CONSULTANT agrees to complete all work of this Agreement in a manner satisfactory to the SPONSOR, within the Lump Sum Amount, as shown in Article 2, Item 2.1.

2.6 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the SPONSOR all assistance required by the SPONSOR. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the SPONSOR's directions shall be exercised by the issuance of a separate Agreement, if necessary.

## 2.7 Other Provisions Concerning Payment

- 2.7.1 If the schedule of completion of CONSULTANT's services contained in the attached Exhibit A, Scope of Services is exceeded through no fault of the CONSULTANT, all rates, measures, and amounts of compensation provided herein shall be subject to fair and equitable adjustment. In such case, this Agreement shall be modified by the issuance of a Supplemental Agreement.
- 2.7.2 Extra Services.

If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the scope of work contained in this Agreement and constitutes extra services, CONSULTANT shall promptly notify the SPONSOR, in writing, of this fact prior to beginning any such work. In the event that the SPONSOR determines that such work does constitute extra services, it shall provide extra compensation to the CONSULTANT in a fair and equitable manner. A Supplemental to this Agreement will be prepared and provide for compensation and scope of work for extra services to be executed by SPONSOR and CONSULTANT.



### 2.7.3 Audit

The SPONSOR, Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT's which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. The CONSULTANT shall maintain all required records for three years after the SPONSOR makes final payment and all other pending matters are closed.

## ARTICLE 3. STANDARD PRACTICES AND REQUIREMENTS.

The CONSULTANT shall ascertain the standard practices of the SPONSOR, the New York State Department of Transportation and the Federal Aviation Administration prior to beginning any of the work on this project. Where practicable, all work required under this Agreement shall be performed in accordance with these standard practices. In the event that provisions of these standard practices are in conflict or strict adherence to same is impossible or undesirable, the CONSULTANT may, with the written approval of the other parties, vary or deviate from such standards.

## ARTICLE 4. SPONSOR'S RESPONSIBILITIES

The SPONSOR shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 4.1 Provide all criteria and full information as to SPONSOR's requirements for the project and designate, in writing, a person with authority to act on SPONSOR's behalf on all matters concerning this Agreement.
- 4.2 Furnish CONSULTANT all existing studies, reports and other available data pertinent to this project, obtain or authorize CONSULTANT to obtain, additional reports and data as required, and furnish to CONSULTANT existing airport data from others required for the performance of CONSULTANT's services.
- 4.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services for this project.
- 4.4 Review all submissions in a timely manner so as not to delay completion of this project.

## ARTICLE 5. TAXES, ROYALTIES AND EXPENSES.

The CONSULTANT shall pay all taxes, royalties and expenses incurred in connection with the services under this Agreement, unless otherwise stated in this Agreement or in the attached fee estimate.

## ARTICLE 6. CONSULTANT LIABILITY.

The CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONSULTANT shall indemnify, hold harmless the SPONSOR, New York State Department of Transportation and the Federal Aviation Administration from claims, suits, actions, damages and costs of every name and description resulting from the negligent acts, errors or omissions of the CONSULTANT under this Agreement, to the full extent of the CONSULTANT's culpability in any such claim, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of service within the meaning of this Article shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

## ARTICLE 7. LABOR LAW REQUIREMENTS.

The CONSULTANT specifically agrees, as required by the Labor Law, Sections 220, 220-d and 220-e, as amended, and applicable sections of Appendix H of Federal Aviation Regulations, Part 152, that its execution of this Agreement binds them to the following specific agreements:

7.1 No laborer, workman, or mechanic in the employ of the CONSULTANT, subcontractor or other persons doing or contracting to do the whole or part of the work included in the Agreement shall be permitted or required to work more than eight hours in any one calendar day or more than five days in one week in the performance of work included in this Agreement except in the emergencies set forth in the Labor Law;

7.2 The wages (including supplements) paid for a legal day's work shall be not less than the prevailing rate of wages (including supplements) as defined by law;

7.3 The minimum hourly rate of wages (including supplements) to be paid shall not be less than that designated by the Industrial Commissioner;

7.4 The minimum hourly supplements to be paid shall be in accordance with the prevailing practices in the locality where the project is located and shall be not less than designated by the Industrial Commissioner. Supplements as defined in Section 220 of the Labor Law, as amended, mean all remuneration for employment paid in any medium other than cash or reimbursement for expenses or any payments which are not wages within the meaning of the law including, but not limited to health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance;

7.5 The Labor Law provides that the Agreement may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

7.5.1 The stipulated wage scale (including supplements) as provided in the Labor Law, Section 220, Subdivision 3, as amended, or

- 7.5.2 The stipulated minimum hourly scale (including supplements) as provided in the Labor Law, Section 220-d, as amended.
- 7.6 The CONSULTANT specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended, that:
- 7.6.1 In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no CONSULTANT, subcontractor nor any person acting on behalf of such CONSULTANT or subcontractor shall by reason of race, creed, sex, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- 7.6.2 No CONSULTANT or subcontractor or any person on its behalf shall in any manner discriminate or intimidate any employee hired for the performance of work under the Agreement on account of race, creed, sex, color or national origin;

#### ARTICLE 8. NON-DISCRIMINATION PROVISIONS.

During the performance of this contract, the CONSULTANT agrees as follows:

8.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference to, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

8.2 The CONSULTANT will send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights advising such labor union or representative of the CONSULTANT'S Agreement under clauses (8.1) through (8.7) (hereinafter called "non-discrimination clauses"). If the CONSULTANT was directed to do so by the contracting agency as part of the bid or negotiation of this Agreement, the CONSULTANT shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative will affirmatively cooperate within the limits of its legal and contractual authority in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with a request that it furnish such a statement, the CONSULTANT shall promptly notify the State Division of Human Rights of such failure or refusal.

8.3 The CONSULTANT will post and keep in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (8.1) and (8.2) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

8.4 The CONSULTANT will state, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin.

8.5 The CONSULTANT will comply with the provisions of Section 291-299 of the Executive Law and Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to its books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

8.6 This Agreement may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the CONSULTANT has not complied with these non-discrimination clauses and the CONSULTANT may be declared ineligible for future Agreements made by or on behalf of the State or a public authority or agency of the State, until it satisfies the State Commissioner of Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the CONSULTANT and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or its designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

8.7 The CONSULTANT will include the provisions of clauses (8.1) through (8.6) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONSULTANT shall promptly so notify the Municipal Counsel, requesting him to intervene and protect the interests of the SPONSOR.

#### ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE.

The CONSULTANT agrees to procure and maintain at its own expense and without direct expense to the SPONSOR until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided in insurance companies authorized to do business in New York State, covering all operations under the Agreement, whether performed by it or by subcontractors. Before commencing the work, the CONSULTANT shall furnish the SPONSOR a certificate or certificates in form satisfactory to the SPONSOR showing that it has complied with this schedule, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty days written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

9.1 Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable Worker's Compensation or Disability Benefits Law.

9.2 Policy for bodily injury liability and property damage liability insurance of the types hereinafter specified, with limits of liability of not less than \$2,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, and for all damages arising out of injury to or destruction of property for subject to \$4,000,000 aggregate for all damages arising out of bodily injury to or destruction of property during the policy period. The SPONSOR shall be named as an additional insured with respect to the above general liability insurance.

9.3 Professional Liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate covering CONSULTANT's activity on this Agreement.

#### ARTICLE 10. ASSIGNMENT REQUIREMENTS.

The CONSULTANT specifically agrees that:

10.1 It is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation without the previous consent in writing of the SPONSOR and the Commissioner of Transportation and Federal Aviation Administration.

#### ARTICLE 11. ABANDONMENT, CHANGE OF PLAN AND TERMINATION.

The SPONSOR shall have the absolute right to abandon the work, to amend its project, or to change the general basis at any time, and such action on its part shall in no event be deemed a breach of contract.

If the SPONSOR does amend its project or change the general basis and the CONSULTANT is of the opinion that Extra Work is made necessary as a result thereof, the provisions of Article 2 of this Agreement with respect to Extra Work shall apply.

The SPONSOR shall have the absolute right to terminate this Agreement upon seven (7) days written notice to the CONSULTANT, and such action shall in no event be deemed a breach of contract.

If a termination is brought about for the convenience of the SPONSOR and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the actual cost incurred by the CONSULTANT in accordance with the terms of this Agreement as verified by audit, plus a portion of the Fixed Fee equal to the percentage of the CONSULTANT's work completed. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.

If the termination is brought about as a result of default or unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work completed by the CONSULTANT, and acceptable to the SPONSOR, of the total amount of work contemplated by this Agreement. Final payment is to be made, based on a percent of the total estimated cost covered by this Agreement.

The CONSULTANT shall have the right to terminate this Agreement upon seven (7) days written notice to the SPONSOR in the event of substantial failure by the SPONSOR to perform in accordance with the terms of this Agreement, and such action shall in no event be deemed a breach of contract.

Termination brought about as a result or default or breach of contract by the SPONSOR, as well as termination brought about because of circumstances beyond the control of the CONSULTANT, shall be considered as termination brought about for the convenience of the SPONSOR, and CONSULTANT shall be paid in accordance with the Provisions for Termination for Convenience of SPONSOR.

#### ARTICLE 12. SUSPENSION OF WORK.

In the event that the work under the Agreement is entirely suspended, the CONSULTANT agrees that its services shall likewise be suspended without compensation for the suspended period. Upon the resumption of the work under the Agreement, the CONSULTANT shall resume its services under this Agreement until the work is completed and accepted. Payment for services provided by CONSULTANT following resumption of work shall be subject to the provisions of Article 2, Item 2.7.1.

#### ARTICLE 13. DEATH OR DISABILITY OF THE CONSULTANT.

The rights and duties to perform under this contract rest with the CONSULTANT as a Corporation and, as such, the death or disability of one or more persons employed by the CONSULTANT shall not affect the CONSULTANT's rights and duties to perform under this Agreement.

#### ARTICLE 14. INTERCHANGE OF DATA.

All technical data in regard to the project whether (a) existing in the office of the SPONSOR, or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party as the case may be.

#### ARTICLE 15. DISPOSITION OF PROJECT DOCUMENTS.

At the time of completion of the work, the CONSULTANT shall make available to the SPONSOR all tracings, plans, maps, computerized programs and reports which have been prepared as the result of this Agreement. This material shall become the property of the SPONSOR and the maintenance of the data shall be the responsibility of the SPONSOR. However, any reuse of these documents without written verification or adaption by CONSULTANT for the specific purpose intended will be at SPONSOR's sole risk and SPONSOR shall indemnify and hold harmless CONSULTANT from all claims arising out of or resulting from such reuse. Any verification or adaptation by CONSULTANT will entitle CONSULTANT to further compensation at rates to be agreed upon by SPONSOR and CONSULTANT. The CONSULTANT may retain a copy of all material developed by the CONSULTANT under any TASK ORDER.

In the event that this Agreement is terminated for any reason, then upon written request, within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement in accordance with the above paragraph.

#### ARTICLE 16. DAMAGES AND DELAYS.

The CONSULTANT agrees that no charges or claim for damages shall be made by them for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the SPONSOR may decide, it being understood, however, that the

permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended shall in no way operate as a waiver on the part of the SPONSOR of any of its rights herein. Nothing in this Article will prevent the CONSULTANT from exercising its rights under Article 2, Item 2.7 or any other article of this Agreement.

#### ARTICLE 17. CODE OF ETHICS.

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the Code of Ethics for municipal officers and employees, required under the provisions Section 806 of the New York State General Municipal Law, as amended.

#### ARTICLE 18. INDEPENDENT CONTRACTOR.

The CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold himself out as nor claim to be an officer or employee of the SPONSOR by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the SPONSOR including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

#### ARTICLE 19. PATENT RIGHTS AND COPYRIGHTS.

Any patentable result arising out of this Agreement as well as all information, designs, specifications, know-how data and findings shall be made available without cost to the State or its licensees and the Federal Aviation Administration for public use. No material prepared in connection with this project will be subject to copyright. The State and the Federal Aviation Administration will have the right to publish, distribute, disclose and otherwise use any material prepared under this project.

#### ARTICLE 20. NEW YORK STATE PARTICIPATION.

The work in this Agreement may be included in a New York State Department of Transportation project which is being undertaken and accomplished by the SPONSOR and the State of New York pursuant to which the State has agreed to pay a certain percentage of the allowable project costs. The State of New York is not a party to this Agreement and no reference in this Agreement to the Commissioner of Transportation or any representative thereof or to any rights granted to the Commissioner of Transportation or any representative thereof or the State of New York, by the Agreement, make the State of New York a party to this Agreement. The approval of this Agreement by the Commissioner of Transportation and the State Comptroller of New York State is only for the purpose of determining that this Agreement meets the terms and conditions of the State Grant Agreement for reimbursement purposes from the State to the SPONSOR.

The CONSULTANT and SPONSOR agree that properly authorized officials of the State of New York may, from time to time, inspect all project documents for the purpose of insuring compliance with New York State laws and protecting the interests of New York State.

## ARTICLE 21. FEDERAL PARTICIPATION.

The Federal Aviation Administration is not a party to this Agreement, although the project work program covered by this Agreement is to be financially aided in part by a Grant Agreement between the SPONSOR and the Federal Aviation Administration as provided for under the Airport and Airway Development Act of 1970 (P.L. 91-258) as amended. The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in the Grant Agreement as though they were set forth in detail in this Agreement. The CONSULTANT further agrees that by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the Federal Aviation Administration to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the Federal Aviation Administration may from time to time inspect all project documents and work for the purpose of insuring compliance with Federal laws and protecting the interests of the Federal Aviation Administration.

21.1 The CONSULTANT or its subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

21.1.1. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

21.1.2. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

21.1.3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a CONSULTANT or subcontractor who is unable to certify to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the SPONSOR, cancellation of the contract at no cost to the Government.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONSULTANT may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the SPONSOR if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when



making the award. If it is later determined that the CONSULTANT or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the SPONSOR, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### ARTICLE 22. MISCELLANEOUS.

22.1 The CONSULTANT agrees that it will require all persons employed upon the work including its subcontractors, agents, officers and employees to comply with applicable laws of the jurisdiction in which the work is performed.

22.2 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

22.3 By execution of this Agreement, the CONSULTANT represents that it has not paid and also agrees not to pay any bonus or commission for the purpose of obtaining an approval of this Agreement.

22.4 In accordance with Chapter 406 of the Laws of 1981, the CONSULTANT hereby promises, asserts and represents that the CONSULTANT or any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the effective Regulations of the United States Department of Commerce promulgated under either Act.

It is understood further that the State in awarding a contract does so in material reliance upon the promise and representation made by the CONSULTANT in the foregoing paragraph and that such contract shall be rendered forfeit and void by the State Comptroller if subsequent to the bid execution date, the CONSULTANT or such owner or affiliated person, firm, partnership or corporation has been convicted of a violation of the aforesaid Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations. The CONSULTANT agrees to and shall notify the Commissioner of Transportation and the Director of the Bureau of Contracts and State Expenditures in the Department of Audit and Control of any such conviction or final determination of violation within five (5) days thereof.

22.5 SPONSOR and CONSULTANT agree that all project documents requiring formal approval by a Federal agency will be submitted to the New York State Department of Transportation for their prior approval and forwarding to the Federal agency for its formal approval. The SPONSOR and CONSULTANT agree that approval of all project documents requires the complete, prior and simultaneous coordination with the Federal agency and New York State Department of Transportation.

ARTICLE 23. SUBCONTRACTORS/SUBCONSULTANTS.

All subcontractors and subconsultants performing work on this project for the CONSULTANT shall be bound by the same required contract provisions contained herein. All agreements between the CONSULTANT and a subcontractor or subconsultant shall include all standard required contract provisions and such agreements shall be subject to review by the State and the Federal Aviation Administration.

ARTICLE 24. ENTIRE AGREEMENT

This AGREEMENT (consisting of pages 1 through 13, inclusive) together with the Exhibit(s) identified below, constitute the entire Agreement between SPONSOR and ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibit may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

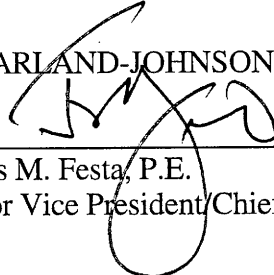
Exhibit A, Scope of Services

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the County Executive of Oneida County, who has caused the seal of its office to be affixed hereto and the CONSULTANT by and through a duly authorized officer who has executed this Agreement, effective the day and year first above written, subject to the approval of the Commissioner, Department of Transportation, the State Comptroller and the Federal Aviation Administration.

ONEIDA COUNTY

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

McFARLAND-JOHNSON, INC.

By  \_\_\_\_\_  
James M. Festa, P.E.  
Senior Vice President/Chief Operating Officer

STATE OF NEW YORK     )  
                                  ) ss:  
\_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, personally came \_\_\_\_\_ to me known, who being duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_, the municipal corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the \_\_\_\_\_ of said corporation and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
                                  ) ss:  
COUNTY OF BROOME     )

On this 28<sup>th</sup> day of October, 2010, before me, the subscriber, personally came James M. Festa, to me known, who being by me duly sworn, did depose and say that he resides at Vestal, New York; that he is Senior Vice President/COO of McFarland-Johnson, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Linda M. Monahan  
\_\_\_\_\_  
Notary Public

LINDA M. MONAHAN  
Notary Public, State of New York  
No. 102717  
Residing in Broome County  
My commission expires 7/21/14

# **EXHIBIT A**

## **SCOPE OF SERVICES**

**FOR**

**GRIFFISS INTERNATIONAL AIRPORT  
ROME, NEW YORK**

**ENGINEERING DESIGN SERVICES  
FOR**

**DRAINAGE & DEICING STUDY, PHASE I**

### **PROJECT DESCRIPTION**

This project consists of development of an airport-wide hydrologic model to estimate peak stormwater discharges at the location where stormwater runoff leaves the airport property boundary. The hydrologic model would be used as a tool for planning and addressing state and local stormwater requirements for development at the airport. The primary objective of establishing a baseline hydrologic model is that it will allow for development of a comprehensive airport-wide stormwater management strategy. The study will also be a valuable tool to assist with future planning and design projects. In the near term, the model can be used to identify improvements needed to address existing drainage deficiencies experienced at the airport.

In addition, the project will provide a summary of the existing deicing facilities and practices currently in place that manage deicing operations; and identify key issues of concern. Subsequent phases will include a comprehensive deicing study to address issues related to the management of deicing fluids and compliance with New York State Department of Environmental Conservation (NYSDEC) requirements.

### **SCOPE OF WORK**

McFarland-Johnson, Inc. (CONSULTANT) shall provide the following professional services for the above described project: administration/project management, field survey and mapping, and detailed hydrologic and hydraulic analyses.

The project will be completed by the SPONSOR (ONEIDA COUNTY), with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP), and New York State Department of Transportation (NYSDOT) at funding levels of 95% FAA, 2.5% NYSDOT and 2.5% SPONSOR.

## **1. ADMINISTRATION/PROJECT MANAGEMENT**

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project Coordinator with the FAA and other appropriate agencies during the Project's design. Specific services to be provided or furnished for this Phase of the Project are as follows:

- A. Attend two (2) meetings with the SPONSOR to review design documents and obtain review comments, perform site inspections, and become knowledgeable of the data that is already available for the project.
- B. Coordination and liaison efforts other project stakeholders, general correspondence and preparation of supportive project documentation for the project development.
- C. Coordination with the Geographic Information Systems (GIS) division within the Herkimer-Oneida Counties Comprehensive Planning Program on digital mapping and spatial database data available for the airport.
- D. Procurement of special services such as topographical survey and mapping necessary for completion of the work to be done under this project. This includes the preparation of the necessary subcontract documents, negotiation, and/or bid solicitation and award.
- E. Grant Administration:

A grant administrator will be assigned to the project to:

- Assist the SPONSOR with reimbursement requests to the funding agencies and direct deposit, if necessary.
- Assist the SPONSOR in providing any information needed to closeout the design phase grant.

## **2. HYDROLOGIC & HYDRAULIC ANALYSES**

1. Attend a pre-study meeting with the SPONSOR's representatives, the funding agency and other appropriate agencies such as the FAA and State Department of Transportation.
2. Complete an investigation to gather the necessary data for design of project. The investigation will consist of site reconnaissance to determine watershed characteristics, review of existing data such as survey information, geotechnical data, as-built construction drawings and other existing data, as it is readily available.
3. Coordinate with the NYSDEC to determine SPDES permitting requirements unique to the Griffiss International Airport (if any). Coordination with Town of Rome to determine local requirements, if any.

4. Gather necessary data for analysis of the existing stormwater collection system. The investigation will consist of utility verification, review of existing data such as As-Built drawings, and site reconnaissance.
5. Perform topographic survey & mapping to supplement existing information and facilitate an analysis of the existing stormwater collection system (inlets, pipes, and outfalls). Survey and mapping will be based upon horizontal datum of NAD 83 and vertical datum of NAVD 88. Location, size, depth, pipe material of storm drains and culverts, location and size of catch basins and manholes, and inverts of pipes at each, top of grate (cover) elevations, outfall elevations and outfall structure types will be identified and mapped. Existing deicing facilities will also be mapped as part of this effort.
6. Conduct detailed Hydrologic & Hydraulic (H&H) analyses of the existing drainage subareas within the Griffiss International Airport property boundary. The H&H analyses will be conducted based on TR-55 methodologies and the design software HydroCAD. HydroCAD models of all subareas will be developed for existing conditions to establish baseline runoff conditions at the design point where stormwater runoff leaves the airport boundary. Existing locations where stormwater runoff enters airport property will also be analyzed as part of the H&H watershed modeling.
7. Conduct hydraulic analyses of the four (4) major stormwater collection systems servicing the airfield. Hydrologic and hydraulic analyses will be conducted in accordance with the design criteria documented in the FAA AC No. 150/5320-5C, Surface Drainage Design and/or the appropriate local zoning ordinance.
8. Prepare a layout drawing of Griffiss International Airport showing existing drainage features, points of discharge, and other major existing topographic and planimetric features readily available. This plan will identify major drainage sub area delineations and their associated hydrologic data.
9. Develop and submit a Draft Drainage Study Report. This report will:
  - a. Be formatted in such a manner as to clearly identify information such as overall storm system inventory, discharge locations, & peak stormwater discharge conditions.
  - b. Include information relative to the location, type, and condition of existing drainage elements, as well as information on the quantitative assessment of the hydraulic capacity and adequacy of the stormwater collection system.
  - c. Document results of the hydrologic and hydraulic analyses of each drainage sub area, as well as selected storm drainage systems.

- d. Recommend improvements to the existing storm drainage systems, intended to improve known inadequacies and bring the system into conformance with current standards.
  - e. Summarize existing deicing facilities and practices and identify key issues of concern.
- 10. Conduct a meeting with SPONSOR to review comments associated with Draft Drainage Study Report.
  - 11. Incorporate review comments and submit Final Drainage Study Report.
  - 12. End product deliverable will be in AutoCAD format. Twelve (12) copies of the Drainage Study Report will be provided to the SPONSOR.

### **EXCEPTIONS AND ASSUMPTIONS**

- 1. This contract excludes environmental permit applications, investigations, testing or remedial activity.
- 2. Identification, definition of, or budgeting for removal of hazardous materials is excluded.
- 3. Coordination with FEMA is excluded.
- 4. Cost estimates or engineering analyses of future development at the airport is excluded.
- 5. Wetland identification and mapping is excluded. SPONSOR to provide existing wetland information from past reports (Air Force EIS).
- 6. SPONSOR to provide existing basemapping, including but not limited to, planimetrics and airport property boundary, in electronic format.

### **PROPOSED SCHEDULE OF COMPLETION**

The CONSULTANT agrees to complete the design services under this Agreement in a manner satisfactory to the SPONSOR within 12 months after receiving an executed copy of this contract from the SPONSOR accompanied by a resolution from its governing body authorizing said execution or within such extended periods as agreed to by the SPONSOR.

### **METHOD OF PAYMENT**

The method of payment shall be a fixed lump sum in the amount of \$125,000.00, to include all direct project expenses, as detailed in Exhibit B, Fee Summary.

The CONSULTANT will bill SPONSOR monthly, based upon the CONSULTANT's estimated

percent of project completion.

The CONSULTANT would expect to start services promptly after receipt of SPONSOR's acceptance of this Agreement and to complete services as shown above.

If there are protracted delays for reasons beyond CONSULTANT's control, the CONSULTANT would expect to negotiate with SPONSOR an equitable adjustment of compensation taking into consideration the impact of such delay including, but not limited to, changes in pay scales applicable to the period when services are in fact being rendered.

It is necessary that the SPONSOR advise CONSULTANT in writing, within five (5) days of the start of CONSULTANT's services, if SPONSOR has budgetary limitations for Total Project Costs or Construction Cost.



ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 NOV -8 PM 2:22

FN 20 10 - 393

November 8, 2010

**INTERNAL AFFAIRS**

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

**WAYS & MEANS**

Dear Mr. Picente:

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

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

| <u>NUMBER</u> |             | <u>AMOUNT</u> |
|---------------|-------------|---------------|
| 38            | REFUNDS     | \$ 2,870.86   |
| 5             | CORRECTIONS | \$ 3,310.24   |

Sincerely,

Anthony Carvelli  
Commissioner of Finance

AC:kp  
Enclosure

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

Anthony J. Picente, Jr.  
County Executive

Date 11-9-10

| DATE: OCTOBER 31, 2010 |      | ERREOUS ASSESSMENTS               |                        |            |               |            |               |            |               |  |  |
|------------------------|------|-----------------------------------|------------------------|------------|---------------|------------|---------------|------------|---------------|--|--|
| MUNICIPALITY           | YEAR | NAME                              | TAX MAP NUMBERS        | TAX UNPAID | AMOUNT CANCEL | TAX PAID   | AMOUNT REFUND | CORRECT    | AMOUNT TO "0" |  |  |
| Camden                 | 2010 | Russell L. Keil                   | 3001 128.018-2-45 RG   |            |               | \$ 755.56  | \$ 38.45      | \$ 717.11  | \$ -          |  |  |
| Kirkland               | 2010 | Fred A. Lomanto, Jr.              | 4089 315.015-1-3 NS    |            |               | \$1,213.51 | \$ 83.75      | \$1,129.76 | \$ -          |  |  |
| Kirkland               | 2010 | Joseph Kirk                       | 4089 315.019-2-1.2 QK  |            |               | \$1,785.56 | \$ 335.02     | \$1,450.54 | \$ -          |  |  |
| Kirkland               | 2010 | Carl Taierico                     | 4089 315.019-2-1.3 RG  |            |               | \$ 624.98  | \$ 83.75      | \$ 541.23  | \$ -          |  |  |
| Lee                    | 2010 | Peter Maio                        | 4200 170.000-3-35 MA   |            |               | \$ 630.85  | \$ 210.28     | \$ 420.57  | \$ -          |  |  |
| New Hartford           | 2010 | Kenneth & Marianne Gigliotti      | 4889 331.017-4-50 SF   |            |               | \$1,742.03 | \$ 107.07     | \$1,634.96 | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 317.000-1-14 OI   |            |               | \$ 123.88  | \$ 19.33      | \$ 104.55  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 317.000-1-14 OI   |            |               | \$ 113.68  | \$ 18.38      | \$ 95.30   | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 329.005-1-2 PM    |            |               | \$ 57.74   | \$ 5.89       | \$ 51.85   | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 329.005-1-2 PM    |            |               | \$ 55.47   | \$ 5.74       | \$ 49.73   | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 349.008-2-2 SC    |            |               | \$ 476.17  | \$ 74.33      | \$ 401.84  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 349.008-2-2 SC    |            |               | \$ 436.03  | \$ 70.50      | \$ 365.53  | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 848.089-1-1 VP    |            |               | \$ 107.09  | \$ 16.71      | \$ 90.38   | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 848.089-1-1 VP    |            |               | \$ 95.15   | \$ 15.38      | \$ 79.77   | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 848.089-1-2 WI    |            |               | \$ 143.82  | \$ 22.45      | \$ 121.37  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 848.089-1-2 WI    |            |               | \$ 127.81  | \$ 20.67      | \$ 107.14  | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 848.089-1-3 XB    |            |               | \$ 422.92  | \$ 66.00      | \$ 356.92  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 848.089-1-3 XB    |            |               | \$ 382.86  | \$ 61.89      | \$ 320.97  | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 848.089-1-4 XU    |            |               | \$ 356.98  | \$ 55.72      | \$ 301.26  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 848.089-1-4 XU    |            |               | \$ 317.18  | \$ 51.28      | \$ 265.90  | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 848.089-1-5 YN    |            |               | \$ 251.69  | \$ 39.29      | \$ 212.40  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 848.089-1-5 YN    |            |               | \$ 223.68  | \$ 36.17      | \$ 187.51  | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 848.089-1-6 ZG    |            |               | \$ 249.55  | \$ 38.94      | \$ 210.61  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 848.089-1-6 ZG    |            |               | \$ 233.12  | \$ 37.71      | \$ 195.41  | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 848.089-1-7 ZZ    |            |               | \$ 338.34  | \$ 52.80      | \$ 285.54  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 848.089-1-7 ZZ    |            |               | \$ 306.29  | \$ 49.52      | \$ 256.77  | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 848.089-1-11 WH   |            |               | \$ 507.50  | \$ 79.20      | \$ 428.30  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 848.089-1-11 WH   |            |               | \$ 459.42  | \$ 74.27      | \$ 385.15  | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 884.089-1-12 XA   |            |               | \$ 369.00  | \$ 54.46      | \$ 314.54  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 884.089-1-12 XA   |            |               | \$ 341.36  | \$ 51.97      | \$ 289.39  | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 884.089-1-14 YM   |            |               | \$ 515.27  | \$ 80.41      | \$ 434.86  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 884.089-1-14 YM   |            |               | \$ 466.19  | \$ 75.37      | \$ 390.82  | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 884.089-1-16 ZY   |            |               | \$ 363.87  | \$ 53.67      | \$ 310.20  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 884.089-1-16 ZY   |            |               | \$ 336.87  | \$ 51.27      | \$ 285.60  | \$ -          |  |  |
| New Hartford           | 2010 | The Susquehanna & Western Railway | 4889 884.089-1-18 BK   |            |               | \$ 401.82  | \$ 62.71      | \$ 339.11  | \$ -          |  |  |
| New Hartford           | 2009 | The Susquehanna & Western Railway | 4889 884.089-1-18 BK   |            |               | \$ 356.38  | \$ 57.63      | \$ 298.75  | \$ -          |  |  |
| Trenton                | 2010 | Donna Burnett                     | 5889 248.000-2-42.1 RN |            |               | \$ 903.75  | \$ 220.44     | \$ 683.31  | \$ -          |  |  |
| Vienna                 | 2010 | Lorraine Fanning                  | 6489 180.000-1-52.2 QD |            |               | \$ 960.74  | \$ 392.44     | \$ 568.30  | \$ -          |  |  |

| DATE: OCTOBER 31, 2010 |      | ERROREOUS ASSESSMENTS        |                        |             |               |          |               |             |               |  |  |
|------------------------|------|------------------------------|------------------------|-------------|---------------|----------|---------------|-------------|---------------|--|--|
| MUNICIPALITY           | YEAR | NAME                         | TAX MAP NUMBERS        | TAX UNPAID  | AMOUNT CANCEL | TAX PAID | AMOUNT REFUND | CORRECT     | AMOUNT TO "0" |  |  |
| Camden                 | 2010 | Servants Baptist Church      | 3089 108.3000-1-3-6 QD | \$ 150.42   | \$ 150.42     |          |               | \$ -        | \$ -          |  |  |
| Kirkland               | 2010 | West Canada Properties, LLC  | 4089 315.015-1-4 OL    | \$ 3,560.60 | \$ 201.99     |          |               | \$ 3,358.61 | \$ -          |  |  |
| Trenton                | 2008 | United States Postal Service | 5805 194.011-2-28 RZ   | \$ 2,418.96 | \$ 2,418.96   |          |               | \$ -        | \$ -          |  |  |
| Trenton                | 2009 | United States Postal Service | 5805 194.011-2-28 RZ   | \$ 459.00   | \$ 459.00     |          |               | \$ -        | \$ -          |  |  |
| Vienna                 | 2010 | Village of Sylvan Beach      | 6401 252.007-4-28 SM   | \$ 79.87    | \$ 79.87      |          |               | \$ -        | \$ -          |  |  |
|                        |      |                              | TOTAL:                 | \$          | \$ 3,310.24   |          | \$ 2,870.86   | \$          | \$            |  |  |

Sandra J. DePerno  
County Clerk

Diane B. Abraham  
1st Deputy Clerk



Deputy County Clerks  
Gary Artessa  
Nancy Gelfuso  
Brenda Breen  
Patricia Ferrone  
Lynarda J. Girmonde  
Mary Bowee

### CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5790 ♦ Fax: (315) 798-6440

November 9, 2010

FN 20 10-394

INTERNAL AFFAIRS

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

WAYS & MEANS

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 NOV -8 PM 2:11

Dear County Executive *Anthony* Picente:

The Oneida County Clerk's Office was awarded a Local Government Records Management Improvement Fund Grant in the 2009/2010 grant cycle. This grant provided funding so that the Clerk's Office could continue expanding its digital/image filing system. This system has aided the department in dealing with the increase in paperwork and has made it easier to access and store deeds and mortgages. Through this grant we are able to expand our existing system to allow 25 years of imaged records to be accessible to the public.

Through the State and their budget problems monies for this grant were not received until 2010. The final payment was just received October 2010.

I therefore request that the Board approve the following 2010 Supplemental Appropriation:

TO:  
AA#A1410.4951 – County Clerk/Registrar – Other Expenses.....\$34,403

This Supplemental Appropriation is fully supported by revenue.

FROM:  
RA#A3063 – State Aid – Records Management.....\$34,403

Respectfully submitted,

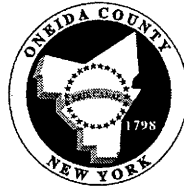
*Sandra J. DePerno*  
Sandra J. DePerno  
Oneida County Clerk

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

Date 11-9-10

**Page 2**

**CC: Hon. Michael B. Waterman, Chairman Internal Affairs  
Hon. Gerald Fiorini, Chairman of the Board  
Hon. Patricia A. Hudak, Minority Leader  
Hon. David J. Wood, Majority Leader  
Thomas Keeler, Budget Director**



**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

County Office Building 800 Park Avenue Utica, New York 13501-2986  
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net  
Web site: www.ocgov.net

November 4, 2010

FN 20 10 - 395

RECEIVED  
ONEIDA COUNTY DEPARTMENT OF PERSONNEL  
2010 NOV -8 PM 2:00

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

**WAYS & MEANS**

Dear County Executive Picente:

Attached please find correspondence from Commissioner of Water Quality & Water Pollution Control, Steven Devan, requesting extended sick leave with pay for Joseph Salerno, Waste Water Treatment Plant Operator.

Mr. Salerno began his employment with Oneida County on October 29, 1973 and has 37 years of service with Oneida County. According to Oneida County Personnel Rules, he may be granted up to sixty (60) working days of extended sick leave with pay with the understanding that he is obligated to pay back the sick days used upon his return to work. He has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

I recommend that this request be forward to the Board of Legislators for their consideration at their next meeting.

Sincerely,

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

Attachment

Cc: Steven Devan, Commissioner of WQ & WPC  
Joseph Salerno

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

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

Date 11-9-10



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**  
51 Leland Ave., PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net (FAX) 724-9812

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

**Steven P. Devan, P.E.**  
Commissioner

**MEMORANDUM**

**TO:** John P. Talerico *J. Talerico*  
Commissioner of Personnel

**FROM:** Steven P. Devan, P.E. *S. Devan*  
Commissioner

**SUBJECT:** Extended Sick Leave Request  
Joseph M. Salerno

**DATE:** September 13, 2010

---

I have received an extended sick leave request from Joseph M. Salerno in accordance with Section E, Paragraph 8, of the Oneida County Personnel Rules.

Joe has been employed with the County since 1977 and is a long-term, dedicated employee. He is currently undergoing treatment for colon cancer. As it is uncertain how much time Joe will need to combat this disease, I request that the maximum time of sixty (60) days extended sick leave be granted to him.

I recommend that this request for extended sick leave be granted. Thank you in advance for your consideration in this matter.

**Cc:** Leroy W. Leuthhauser Jr., WQ&WPC  
Joe Salerno, WQ&WPC

**Attachment:** Joseph M. Salerno letter received 9/13/10

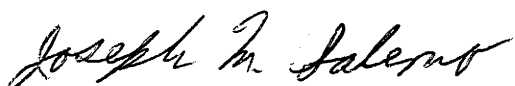


September 13, 2010

Dear Commissioner Devan,

I wish to borrow the maximum amount of sick time allowed by our system so I may be covered during my upcoming cancer surgery and recovery. Thank you for your help in this matter.

Joseph M. Salerno







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

November 5, 2010

FN 20 10 - 396

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

**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 NOV - 8 PM 2:11

Re: NYS Office of Community Renewal – 2010 Economic Development Grant Application – New York Custom Processing Project

Dear County Executive Picente:

In a continuing effort to assist municipalities throughout New York State in creating jobs and new economic opportunities, Governor Paterson has announced the availability of funding for New York State’s Community Development Block Grant (CDBG) 2010 Economic Development Program. The New York State Office of Community Renewal (OCR) has created a more flexible, year-round process for funding eligible economic development projects under the CDBG Program. The open funding round allows municipalities with projects that are ready to move forward to apply for funding at any time throughout the year.

Oneida County has submitted a preliminary request for funding for Economic Development Assistance for an amount not to exceed \$210,000 for New York Custom Processing LLC located in the Town of Bridgewater. This funding will assist the company with working capital and equipment improvements as the company returns a dilapidated and foreclosed upon meat processing facility to operation. This project will create 14 new jobs at the Bridgewater facility.

Since the CDBG program does not require a local match, no Oneida County dollars will be expended on these projects. Upon award of the CDBG grant, Mohawk Valley EDGE will administer the program on behalf of Oneida County.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application to the New York State Office of Community Renewal for an Economic Development grant totaling \$210,000. Included in this resolution is the authorization to conduct the mandated public hearings

on the Community Development Block Grant application, as required by the statutory requirements of the CDBG program, and, if awarded the grant, authorization to enter into an agreement with the Mohawk Valley EDGE to administer the program.

Due to the rapidly approaching OCR application deadline of December 29, 2010, I am requesting an approval of these actions at their regular meeting on **November 24, 2010**.

Should you have any questions regarding this matter please contact me.

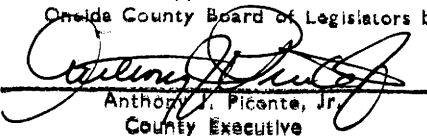
Sincerely,

*John R. Kent, Jr.*

John R. Kent, Jr.  
Commissioner of Planning

Cc: Edward Welsh  
Emil Paparella  
Patricia Hudak

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

  
Anthony J. Picante, Jr.  
County Executive

Date 11-9-10

RE: AUTHORIZATION FOR ONEIDA COUNTY TO MAKE APPLICATION TO THE NEW YORK STATE OFFICE OF COMMUNITY RENEWAL (OCR) FOR GRANTS TOTALING \$210,000 TO SUPPORT ECONOMIC DEVELOPMENT EFFORTS IN ONEIDA COUNTY

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from John R. Kent, Jr., Commissioner of Planning, requesting submittal of an application by Oneida County to the State of New York Office of Community Renewal (OCR) for Community Development Block Grant (CDBG) direct grants totaling \$210,000, and

WHEREAS, The Community Development Block Grant funds will provide funding assistance to New York Custom Processing, LLC in the Town of Bridgewater that will result in the creation of 14 new jobs, and

WHEREAS, The CDBG program requires the holding of two public hearings by the County prior to the submission of said application to obtain the views of citizens on community development and housing needs, and

WHEREAS, The CDBG program requires that the Community Development Block Grant application must comply with the program requirements set forth in 24 CFR Part 570, as amended, now, therefore, be it hereby

RESOLVED, That Oneida County Executive Anthony J. Picente, Jr., is authorized to submit the application and amendments thereto and all understandings and assurances contained therein, and is further authorized to act in connection with the application to provide such additional information as may be required to request and implement said funds, and it is further

RESOLVED, That the Oneida County Executive is authorized and directed to hold any required public hearings and execute all documents and certifications required as part of the submission of the application, and it is further

RESOLVED, That the County Executive is hereby authorized to execute such documents as may be required in order to implement the program if the application is approved, and enter into agreements with beneficiaries of the funds.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:

AYES\_\_\_NAYS\_\_\_



## ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

LINDA M.H. DILLON  
COUNTY ATTORNEY

FN 20 10 - 397

November 9, 2010

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

### WAYS & MEANS

RE: Pawlinga v. County of Oneida

Dear Mr. Picente:

I am in receipt of a letter from Attorney David R. Diodati, counsel for the County on this matter, recommending that the above referenced civil action against the County be settled in the amount of \$25,000.

I agree with the recommendation of settlement for all of the reasons set forth in Mr. Diodati's letter and I ask that this matter be referred to the Board of Legislators for their approval at their **November 24, 2010** regular session.

Thank you.

Very truly yours,

Linda M.H. Dillon  
County Attorney

Cc: David R. Diodati, Esq.

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

Anthony J. Picente, Jr.  
County Executive

Date 11/9/10

*DAVID R. DIODATI, ESQ.*  
*Counselor at Law*  
*23 Genesee Street*  
*New Hartford, New York 13413*

*Tel. (315)724-5140*

*Fax. (315) 724-0338*

November 9, 2010

Linda M.H. Dillon, Esq.  
Oneida County Attorney  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

Re: Pawlinga vs. County of Oneida

Dear Ms. Dillon:

Regarding the above referenced matter, my prior correspondence and my appearance before the County Ways and Means Committee on August 25<sup>th</sup> I am writing to confirm my recommendation that this matter be settled in the sum of \$25,000.00.

As you are aware, this action arose from a fall by the plaintiff Rose Pawlinga in the parking lot of the Oneida County Courthouse. Mrs. Pawlinga is employed by the New York State Court system working for the Commissioner of Jurors in the Oneida County Courthouse. On the date of this incident she was returning to work from lunch when she tripped over an area of uneven broken pavement in the parking lot of the Courthouse causing her to fall and strike a curb at the edge of the pavement. Mrs. Pawlinga claimed injury to her right rib area, difficulty breathing and pain in her left shoulder. Although X-rays revealed no fracture, Mrs. Pawlinga continued to treat with her physician for pain and problems with breathing. Her treatment continues and her activities are limited due to the injury.

Mark Laramie, Deputy Commissioner of Public Works, testified at a deposition that the County was cutting and patching the area of the parking lot where the fall occurred. The fall was recorded on a surveillance videotape of the area and occurred as described by Mrs. Pawlinga.

Based on the foregoing I respectfully recommend and request the Oneida County Board of Legislatures approve a settlement in this matter

in the sum of \$25,000.00. I believe there is a strong likelihood that the County would be found negligent for creating the condition which caused Mrs. Pawlinga' fall. I believe a jury verdict could be in excess of the amount of the settlement.

Very truly yours,

*David R. Diodati*

David R. Diodati

DRD:ccc

cc: Gus Boucher, CSI

# Griffiss International Airport



592 Hangar Road, Suite 200  
Rome, NY 13441

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

ANTHONY J. PICENTE, JR.  
County Executive

FN 20 10 - 378

W. VERNON GRAY, III  
Commissioner of Aviation

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
NOV 15 PM 1:03

October 11, 2010

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

**AIRPORT**

**WAYS & MEANS**

Re: CHA Proposal for Technical Assistance and NYSERDA FLEXTECH Application

Dear County Executive Picente,

Attached for your consideration and approval is a professional services agreement from CHA Companies (Clough Harbour & Assoc, LLP) with an accompanied NYSERDA FlexTech Project application. This proposal and application expresses the County Department of Aviation's interest in acquiring technical assistant and requests that NYSERDA set aside funds contributing to 50% towards the Consultant's fee. The total FlexTech study cost is \$51,900, with the County paying CHA 50% (\$25,950) and NYSERDA paying their 50% (\$25,950) directly to CHA.

This study will allow CHA to conduct an energy assessment for various buildings at Griffiss International Airport. The study will identify, assess, and rank potential energy conservation measures related to the reduction of environmental sustainable indices including steam and electric use. The following areas will be evaluated for energy efficiency and cost reduction improvements: natural gas conversion, building HVAC and controls, building envelop improvements, and lighting and controls. The benefits to be realized from this study are reduced energy costs, reduced maintenance costs and environmental benefits.

The Oneida County Board of Legislators (F.N. 2009-415, Res. No. 348) has designated Clough Harbour & Assoc, LLP, as an approved Airport Consultant. The Board of Acquisition and Contracts has accepted CHA's proposal on September 29, 2010.

Please consider acceptance of this professional services agreement with CHA Companies at a fee of \$25,950 and the accompanied NYSERDA FlexTech Application, and if acceptable, forward to the Oneida County Board of Legislators for their consideration and approval. Also, it is asked that the County Executive authorize the Commissioner of Aviation to execute and further the NYSERDA FlexTech Application. Please contact me should you have any further questions. Charge the Airport's Operating Account A5620.4933. Thank you.

Sincerely,

*W. Vernon Gray III*  
W. Vernon Gray, III  
Commissioner

wfa/Attach.  
cc: W.Applebee

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

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

Date 10/20/10

Oneida County Department: Aviation

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

## Oneida County - Contract Summary

**Name of Proposing Organization:** Clough Harbour & Assoc., LLP (CHA)

**Title of Activity or Service:** Professional Services

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

### Summary Statements:

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

Professional services for implementation of NYSERDA FlexTech Program

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

This study will allow CHA to conduct an energy assessment for various buildings at Griffiss International Airport. The study will identify, assess, and rank potential energy conservation measures related to the reduction of environmental sustainable indices including steam and electric use.

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

**Total Funding Requested:** \$51,900.00

**Oneida County Department Funding Recommendation:** \$51,900.00      **Account #** A5620.4933

|                                 |                    |                            |                           |
|---------------------------------|--------------------|----------------------------|---------------------------|
| <b>Proposed Funding Source:</b> | <b>Federal</b> \$0 | <b>State -</b> \$25,950.00 | <b>County</b> \$25,950.00 |
|                                 |                    | <u>NYSERDA</u>             |                           |

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

**Past Performance Data:** N/A

### Oneida County Department Staff Comments:

CHA is an FAA / County approved Airport Consultant selected by a competitive RFP process.

This proposal and application expresses the County Department of Aviation's interest in acquiring technical assistant and requests that NYSERDA set aside funds contributing to 50% towards the Consultant's fee. The total FlexTech study cost is \$51,900, with the County paying CHA 50% (\$25,950) and NYSERDA paying their 50% (\$25,950) directly to CHA.





## SHORT FORM AGREEMENT

THIS AGREEMENT is made this 27th day of September, 2010 by and between CHA ("CHA" shall include CHA, Inc., a Delaware corporation, and its affiliate, Clough Harbour & Associates LLP, a New York limited liability partnership) and Oneida County Department of Aviation (hereinafter "Client"). Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA - CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached and incorporated by reference. For projects located in Connecticut, Massachusetts, Michigan, New York, North Carolina, Vermont, or the District of Columbia, the Services shall be performed by Clough Harbour & Associates LLP. For all other projects, the Services shall be performed by CHA, Inc.
2. Schedule of Services - CHA shall use its best efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.
3. Responsibilities of Client - Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA's work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources.
4. Compensation - As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31<sup>st</sup> day at the rate of 1% per month (12% per annum).
5. Termination - This Agreement may be terminated by either party upon not less than seven (7) days written notice. CHA shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project.
6. Relationship of Parties - CHA is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.
7. Standard of Care - The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. CHA makes no warranties, express or implied, under this Agreement or otherwise, in connection with CHA's Services.
8. Insurance - CHA shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim.
9. Indemnification - Client shall indemnify CHA, its partners, officers, directors and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of or in any manner connected with, the performance of the Services to the extent caused by Client's negligence.

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



9. Indemnification - Client shall indemnify CHA, its partners, officers, directors and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of or in any manner connected with, the performance of the Services to the extent caused by Client's negligence.

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

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

11. Assignment - This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.

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

13. Mediation - The parties, as a condition precedent to commencing litigation (other than for the non-payment of CHA's fees), shall endeavor to resolve their claims by mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

14. Collection Costs - In the event legal action is necessary to enforce the payment terms of this Agreement, CHA shall be entitled to collect from Client any judgment or settlement sums due plus reasonable attorney's fees, court costs and other expenses incurred by CHA for such collection action.

15. Other Agreements - (a) The services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York; (f) CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its reasonable control.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

ONEIDA COUNTY DEPARTMENT OF AVIATION      CHA

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: James B. Fuller

Name: James B. Fuller, P.E.

Title: Partner

Date: September 27, 2010

Approved As To Form  
ONEIDA COUNTY ATTORNEY

By: [Signature]





## Exhibit A

### Scope of Services

#### PROJECT BACKGROUND

Oneida County Department of Aviation at Griffiss International Airport, located in Rome, New York, provides airport related services for commercial, corporate business, governmental, and general aviation needs for the county and State of New York. The airport employs approximately 24 people. The facility resides on an approximately 3,500 acre site comprised of airfield, support, and housing-related structures.

The facility is heated by steam received from Griffiss Utility Services Corporation (GUSC). Steam heating costs for 2009 were \$502,000. Electricity is also provided by Griffiss Utility Services Corporation. The site consumed 2,448,000 kWh in 2009 at a total cost of \$266,000 equating to a rate of \$0.109 per kWh.

Oneida County Department of Aviation is interested in conducting an energy assessment at the facility to identify, assess, and rank potential Energy Conservation Measures (ECMs) related to the reduction of key Environmental Sustainable Indices including steam and electric use. Based on the walkthrough and discussion with facility personnel, the following areas will be evaluated for energy efficiency and cost reduction improvements:

- Natural Gas Conversion – the existing steam system and equipment will be evaluated for replacement based on Oneida County Department of Aviation's plan to disconnect from GUSC steam system and have natural gas brought to the site by National Grid.
- Building HVAC & Controls – The HVAC systems for the office spaces will be evaluated for opportunities to enhance the control of supply, exhaust, and temperature which may include upgrading of equipment/systems and employing additional control strategies.
- Building Envelope Improvements – The envelope for specific buildings will be evaluated for energy efficiency, including amount of existing insulation and window condition to determine overall heating and cooling efficiency with recommendations to upgrade efficiency.
- Lighting & Controls – an evaluation of some of the spaces that would benefit from lighting replacement, or occupancy or daylighting controls will be conducted.

The type of analysis desired by building with square footage is as follows:





| Bldg         | Title           | Sq. Ft.                                         | Analysis               |                 |          |                     | Comments                            |
|--------------|-----------------|-------------------------------------------------|------------------------|-----------------|----------|---------------------|-------------------------------------|
|              |                 |                                                 | Natural Gas Conversion | HVAC & Controls | Envelope | Lighting & Controls |                                     |
| 40           | Office          | 12,000                                          | Yes                    | Yes             | Yes      | Yes                 | Needs Reno. Future tenant potential |
| 41           | Hangar          | No scope. Leased already                        |                        |                 |          |                     |                                     |
| 44           | Demo            | Scheduled for demolition                        |                        |                 |          |                     |                                     |
| 45           | Fire Station    | 18,300                                          | Yes                    | Yes             | Yes      |                     | Desires to convert to NG            |
| 100          | Hangar          | 175,000                                         | Yes                    |                 | Yes      |                     | Solar heating upgrade               |
| 101          | Hangar          | 470,000                                         | Yes                    |                 |          |                     |                                     |
| 131          | Office          | 12,000                                          | Yes                    | Yes             | Yes      | Yes                 | Two stories                         |
| 220          | Maint.          | 19,200                                          | Yes                    |                 | Yes      |                     | Owner desires NG heat               |
| 221          | MVCC            | 19,200                                          | Yes                    |                 | Yes      |                     | Tenant occupied                     |
| 504          | Traffic Control | 5,900                                           | Yes                    | Yes             | Yes      |                     |                                     |
| 782          | Hangar          | Just completed. No scope                        |                        |                 |          |                     |                                     |
| 783          | Hangar          | Scheduled for renovation 97.5% funded by others |                        |                 |          |                     |                                     |
| 784          | Hangar          | To be funded by others                          |                        |                 |          |                     |                                     |
| 785          | Hangar          | To be funded by others                          |                        |                 |          |                     |                                     |
| 786          | Hangar          | To be funded by others                          |                        |                 |          |                     |                                     |
| 6385         | Pump House      | <1,000                                          | Yes                    |                 | Yes      | Yes                 |                                     |
| <b>Total</b> |                 | <b>732,000</b>                                  |                        |                 |          |                     |                                     |

Through this study, the following benefits would be realized:

- **Reduced Energy Costs:** The measures identified will result in ECMs that will reduce electric and natural gas consumption and costs.
- **Reduced Maintenance Costs:** Replacement of aging equipment will result in reduced maintenance costs.
- **Environmental Benefits:** The study will provide ECMs with environmental benefits such as greenhouse gas emissions reduction by implementing energy conservation and alternative energy supply.

## SCOPE OF WORK

### TASK 1

**PROJECT DEVELOPMENT/DATA COLLECTION:** The intent of this task is to collect the necessary data to support follow-on analysis and develop concepts of proposed energy conservation measures. Work to be completed includes:

1. Conduct a thorough walkdown of the facility to gain first-hand knowledge of the systems and equipment.







2. Perform data logging or direct spot measurement of various parameters such as power, flow, pressure, or temperature to support baseline energy usage and system performance assumptions.

#### **DELIVERABLES**

- Data collected during data gathering meeting and field survey will be utilized in a detailed evaluation

#### **ASSUMPTIONS**

- Oneida County Department of Aviation personnel knowledgeable of existing and planned operations will be available to answer questions while CHA is on site
- Oneida County Department of Aviation to provide the following:
  - Access to available drawings of current facility and systems
  - Last 24 months of electric and steam bills
  - Copies of previous studies completed
  - Inventory of lighting fixtures by area/space if available
- CHA will determine the amount of equipment data logging or measurement required for reasonable analysis accuracy after thoroughly reviewing systems and schematics
- Facility maintenance and operating personnel will assist during connection of data logging and measurement equipment

#### **TASK 2**

**ENERGY ANALYSIS:** CHA will conduct a detailed energy analysis of measures identified to reduce/control energy usage and costs for the areas described in the project background section. For each measure, the following will be developed:

1. Improvement concept
2. Budgetary implementation cost estimate
3. Potential funding incentive
4. Detailed energy calculation

#### **DELIVERABLES**

- Analysis, conceptual design, cost estimates, and payback for each measure will be documented in the final report

#### **ASSUMPTIONS**

- Rigorous modeling is not included; energy savings will be based on system-level calculations
- Spreadsheet analyses, when used, will be based on conventional bin methodology
- Implementation costs will be generated using Means Estimating Guides, vendor quotes, and industrial experience; these costs will be prepared with an accuracy of  $\pm 25\%$
- Simple payback analysis included; life cycle analyses not included

#### **TASK 5**

**DRAFT REPORT:** CHA will develop a draft report for the site to include the following:

1. Introduction
2. Executive Summary
3. Existing Facility & System Conditions
4. Energy Conservation Measures
5. Conclusions & Recommendations
6. Appendices





- A. Field Data
- B. Calculations
- C. Drawings
- D. Technology Transfer Flyer

#### **DELIVERABLES**

- One hard copy and CD of the draft report will be submitted to NYSERDA for its review
- NYSERDA's review comments will be incorporated into the draft report

#### **ASSUMPTIONS**

- Executive Summary will include a table listing all recommendations, including energy savings and cost
- Included in each system analysis will be a description of the system
- The appendix shall include all relevant calculations, assumptions, observations, implementation costs, energy savings, and maintenance considerations
- NYSERDA will distribute a copy of the draft report for Griffiss review

#### **TASK 6**

**FINAL REPORT:** A meeting with representatives of Oneida County Department of Aviation and NYSERDA will be held to review the draft report. Following the meeting, any comments will be incorporated into the final report.

#### **DELIVERABLES**

- Two CDs of the final report

#### **ASSUMPTIONS**

- None

### **Exhibit B**

#### **Schedule of Services**

CHA anticipates starting this project within three weeks of receiving notice to proceed and Purchase Order. Data collection and field work will take six weeks to complete. A draft report to NYSERDA will be delivered within 12 weeks after data collection is complete. The final report will be delivered two weeks after receiving comments on the draft report.

### **Exhibit C**

#### **Compensation**

- The budget for this project is \$51,900
- Oneida County Department of Aviation's responsibility is \$25,950
- Payment requests will be submitted to Oneida County Department of Aviation monthly





# FLEXTECH APPLICATION

## Appendix A

| To be used for PON 1746 and by NYSERDA FlexTech Consultants |                                       |
|-------------------------------------------------------------|---------------------------------------|
| <b>APPLICANT INFORMATION</b>                                |                                       |
| Applicant                                                   | Oneida County Department of Aviation  |
| Facility                                                    | Oneida County Department of Aviation  |
| Federal ID Number or Social Security Number                 | 15-6000460                            |
| Facility Contact and Title                                  | Vernon Gray, Commissioner of Aviation |
| Address                                                     | 592 Hangar Road, Suite 200            |
| City, State and Zip Code                                    | Rome, NY 13341                        |
| Phone and Fax                                               | 315-736-4171 (p)<br>315-736-0568 (f)  |
| E-mail Address                                              | <u>vgray@ocgov.net</u>                |

| SERVICE PROVIDER INFORMATION                                   |                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is the service provider a NYSERDA FlexTech Consultant?         | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><i>If Yes, please list NYSERDA Contract Number, insert Consultant Name and then go to Project Funding <u>ST10175, CHA</u></i><br><i>If you already have a NYSERDA Project Manager, please include their name: <u>Joanna Moore</u></i> |
| Service Provider Name                                          |                                                                                                                                                                                                                                                                                                              |
| Contact and Title                                              |                                                                                                                                                                                                                                                                                                              |
| Federal ID Number<br><i>(Peak Load Curtailment Plans only)</i> |                                                                                                                                                                                                                                                                                                              |
| Address                                                        |                                                                                                                                                                                                                                                                                                              |
| City, State and Zip Code                                       |                                                                                                                                                                                                                                                                                                              |
| Phone and Fax                                                  |                                                                                                                                                                                                                                                                                                              |
| E-mail Address                                                 |                                                                                                                                                                                                                                                                                                              |

| PROJECT FUNDING (Not Applicable for Load Curtailment)                                              |          |
|----------------------------------------------------------------------------------------------------|----------|
| Total FlexTech study cost<br><i>Note: A detailed budget must be attached to the scope of work.</i> | \$51,900 |
| Funds Requested from NYSERDA                                                                       | \$25,950 |

| FACILITY DESCRIPTION                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Facility Sector                                                                                             | <input type="checkbox"/> Commercial Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Healthcare <input type="checkbox"/> Industrial<br><input type="checkbox"/> Commercial Retail <input type="checkbox"/> Hospitality <input type="checkbox"/> Not-for-profit <input type="checkbox"/> K-12 School<br><input checked="" type="checkbox"/> Government <input type="checkbox"/> College/University <input type="checkbox"/> Other |
| Number of Employees                                                                                         | 24                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Electric Distribution Provider<br>(List Company Name)                                                       | Griffiss Utility Services Corporation                                                                                                                                                                                                                                                                                                                                                                                                                |
| Electricity                                                                                                 | Annual \$: 266,000<br>Annual kWh: 2,448,000<br>Peak Summer kW:                                                                                                                                                                                                                                                                                                                                                                                       |
| Electric Utility Account Number                                                                             | 142                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Electric Utility Service Classification                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Is the Applicant Facility in a Negotiated Rate Class?                                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                  |
| Is the facility contributing to the System Benefits Charge (SBC) Program through their Electric Utility?    | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                  |
| Natural Gas Utility<br>(List Company Name)                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Natural Gas                                                                                                 | Annual \$:<br>Annual Therms:                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Natural Gas Account Number                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Natural Gas Utility Service Classification                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Is the facility contributing to the System Benefits Charge (SBC) Program through their Natural Gas Utility? | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                             |
| Fuel Oil                                                                                                    | Annual \$:<br>Annual Gal.:                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Other Significant Energy                                                                                    | Annual \$: 502,000<br>Describe: Steam; Griffiss Utility Services Corporation                                                                                                                                                                                                                                                                                                                                                                         |
| Total Energy Cost                                                                                           | Annual \$: 768,000                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**CHP AND RENEWABLE GENERATION PROJECTS ADDITIONAL PROJECT QUESTIONS**

|                                                                                                                                                                                                         |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>Describe the potential uses for recovered heat or renewable energy source(s) at the site. Include an estimate of annual hours and quantity.</p>                                                      |  |
| <p>List the technologies that will be evaluated and anticipated capacities.</p>                                                                                                                         |  |
| <p>Describe in detail how the site's load profiles will be evaluated</p>                                                                                                                                |  |
| <p>Does the Applicant host site have any existing generation equipment? If yes, please describe the equipment, its use and anticipated relationship to the equipment to be evaluated in this study.</p> |  |

**ADDITIONAL APPLICANT QUESTIONS**

|                                                                                                                                  |                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <p>Have you been indicted for or convicted of a felony within the past five (5) years? (If yes, explain on a separate page.)</p> | <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> |
| <p>Has the Applicant participated in other NYSERDA Programs? (If yes, list on a separate page.)</p>                              | <p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> |

**COMPLETE AND SIGN THE APPROPRIATE APPENDIX**

|                                                                           |
|---------------------------------------------------------------------------|
| <p>Energy Efficiency, CHP &amp; Renewable Generation Projects.....A-1</p> |
| <p>Load Curtailment Projects.....A-2</p>                                  |

# ENERGY EFFICIENCY, CHP & RENEWABLE GENERATION ROJECTS

## Appendix A-1

To be used with PON 1746 and NYSERDA FlexTech Consultants

APPLICANT CERTIFICATION *Please check the appropriate box and sign.*

**Terms for applicants using a service provider not under contract to NYSERDA:**

I, the Applicant, certify that the facility or lead facility named in this application (Appendix A) is interested in technical assistance and is requesting that NYSERDA set aside funds to reimburse the facility for certain eligible costs in pursuing a FlexTech project. I certify that the information provided as part of this application is true to the best of my knowledge and that none of the work requesting funding herein has been undertaken. I understand that applications must meet the specified criteria described in Program Opportunity Notice 1746 and that all applications may not be funded.

**Terms for applicants using a NYSERDA FlexTech Consultant:**

I, the Applicant, certify that the facility or lead facility named in this application (Appendix A) is interested in technical assistance and request that NYSERDA set aside funds to contribute up to 50% towards the allowable NYSERDA Consultant fees. The Applicant will pay the remaining % of the Consultant fees directly to the Consultant under terms and conditions to be negotiated by the Applicant and the Consultant. NYSERDA's contribution will be paid directly to the Consultant, provided the work is acceptable to the Applicant and NYSERDA.

As part of this project, NYSERDA will oversee the NYSERDA Consultant's progress and results in completing the scope of work, provide technical review of any applicable report, and be available to address any questions or concerns which arise during the conduct of this project.

I, the Applicant, also certify that NYSERDA does not provide any endorsement of the Consultant's capabilities to provide services outside of the Scope of Work to be conducted pursuant to this agreement. The Customer acknowledges that neither NYSERDA nor its consultant is responsible for assuring that the design; engineering or installation of any recommendation of the technical service is proper or complies with any particular laws (including patent laws), codes, or industry standards.

### Overall

NYSERDA does not make any representations of any kind regarding the results to be achieved or the adequacy or safety of any recommendation. NYSERDA does not endorse, guarantee, or warrant any particular manufacturer or product, and NYSERDA provides no warranties, expressed or implied for any product of service.

I, the Applicant, certify the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (as defined in IRS Form W-9).

AUTHORIZED APPLICANT SIGNATURE: \_\_\_\_\_

NAME AND TITLE: Vernon Gray, Commissioner of Aviation \_\_\_\_\_

ORGANIZATION AND PHONE: Oneida County Department of Aviation, 315-736-4171 \_\_\_\_\_



## APPENDIX B - TASK ORDER WORK PLAN

### PROJECT BACKGROUND

Oneida County Department of Aviation at Griffiss International Airport, located in Rome, New York, provides airport related services for commercial, corporate business, governmental, and general aviation needs for the county and State of New York. The airport employs approximately 24 people. The facility resides on an approximately 3,500 acre site comprised of airfield, support, and housing-related structures.

The facility is heated by steam received from Griffiss Utility Services Corporation (GUSC). Steam heating costs for 2009 were \$502,000. Electricity is also provided by Griffiss Utility Services Corporation. The site consumed 2,448,000 kWh in 2009 at a total cost of \$266,000 equating to a rate of \$0.109 per kWh.

Oneida County Department of Aviation is interested in conducting an energy assessment at the facility to identify, assess, and rank potential Energy Conservation Measures (ECMs) related to the reduction of key Environmental Sustainable Indices including steam and electric use. Based on the walkthrough and discussion with facility personnel, the following areas will be evaluated for energy efficiency and cost reduction improvements:

- Natural Gas Conversion – the existing steam system and equipment will be evaluated for replacement based on Oneida County Department of Aviation's plan to disconnect from GUSC steam system and have natural gas brought to the site by National Grid.
- Building HVAC & Controls – The HVAC systems for the office spaces will be evaluated for opportunities to enhance the control of supply, exhaust, and temperature which may include upgrading of equipment/systems and employing additional control strategies.
- Building Envelope Improvements – The envelope for specific buildings will be evaluated for energy efficiency, including amount of existing insulation and window condition to determine overall heating and cooling efficiency with recommendations to upgrade efficiency.
- Lighting & Controls – an evaluation of some of the spaces that would benefit from lighting replacement, or occupancy or daylighting controls will be conducted.

The type of analysis desired by building with square footage is as follows:

| Bldg         | Title           | Sq. Ft.                                         | Analysis               |                 |          |                     | Comments                            |
|--------------|-----------------|-------------------------------------------------|------------------------|-----------------|----------|---------------------|-------------------------------------|
|              |                 |                                                 | Natural Gas Conversion | HVAC & Controls | Envelope | Lighting & Controls |                                     |
| 40           | Office          | 12,000                                          | Yes                    | Yes             | Yes      | Yes                 | Needs Reno. Future tenant potential |
| 41           | Hangar          | No scope. Leased already                        |                        |                 |          |                     |                                     |
| 44           | Demo            | Scheduled for demolition                        |                        |                 |          |                     |                                     |
| 45           | Fire Station    | 18,300                                          | Yes                    | Yes             | Yes      |                     | Desires to convert to NG            |
| 100          | Hangar          | 175,000                                         | Yes                    |                 | Yes      |                     | Solar heating upgrade               |
| 101          | Hangar          | 470,000                                         | Yes                    |                 |          |                     |                                     |
| 131          | Office          | 12,000                                          | Yes                    | Yes             | Yes      | Yes                 | Two stories                         |
| 220          | Maint.          | 19,200                                          | Yes                    |                 | Yes      |                     | Owner desires NG heat               |
| 221          | MVCC            | 19,200                                          | Yes                    |                 | Yes      |                     | Tenant occupied                     |
| 504          | Traffic Control | 5,900                                           | Yes                    | Yes             | Yes      |                     |                                     |
| 782          | Hangar          | Just completed. No scope                        |                        |                 |          |                     |                                     |
| 783          | Hangar          | Scheduled for renovation 97.5% funded by others |                        |                 |          |                     |                                     |
| 784          | Hangar          | To be funded by others                          |                        |                 |          |                     |                                     |
| 785          | Hangar          | To be funded by others                          |                        |                 |          |                     |                                     |
| 786          | Hangar          | To be funded by others                          |                        |                 |          |                     |                                     |
| 6385         | Pump House      | <1,000                                          | Yes                    |                 | Yes      | Yes                 |                                     |
| <b>Total</b> |                 | <b>732,000</b>                                  |                        |                 |          |                     |                                     |

Through this study, the following benefits would be realized:

- **Reduced Energy Costs:** The measures identified will result in ECMs that will reduce electric and natural gas consumption and costs.
- **Reduced Maintenance Costs:** Replacement of aging equipment will result in reduced maintenance costs.
- **Environmental Benefits:** The study will provide ECMs with environmental benefits such as greenhouse gas emissions reduction by implementing energy conservation and alternative energy supply.

### SCOPE OF WORK

#### TASK 1

**PROJECT DEVELOPMENT/DATA COLLECTION:** The intent of this task is to collect the necessary data to support follow-on analysis and develop concepts of proposed energy conservation measures. Work to be completed includes:

1. Conduct a thorough walkdown of the facility to gain first-hand knowledge of the systems and equipment.

2. Perform data logging or direct spot measurement of various parameters such as power, flow, pressure, or temperature to support baseline energy usage and system performance assumptions.

#### **DELIVERABLES**

- Data collected during data gathering meeting and field survey will be utilized in a detailed evaluation

#### **ASSUMPTIONS**

- Oneida County Department of Aviation personnel knowledgeable of existing and planned operations will be available to answer questions while CHA is on site
- Oneida County Department of Aviation to provide the following:
  - Access to available drawings of current facility and systems
  - Last 24 months of electric and steam bills
  - Copies of previous studies completed
  - Inventory of lighting fixtures by area/space if available
- CHA will determine the amount of equipment data logging or measurement required for reasonable analysis accuracy after thoroughly reviewing systems and schematics
- Facility maintenance and operating personnel will assist during connection of data logging and measurement equipment

#### **TASK 2**

**ENERGY ANALYSIS:** CHA will conduct a detailed energy analysis of measures identified to reduce/control energy usage and costs for the areas described in the project background section. For each measure, the following will be developed:

1. Improvement concept
2. Budgetary implementation cost estimate
3. Potential funding incentive
4. Detailed energy calculation

#### **DELIVERABLES**

- Analysis, conceptual design, cost estimates, and payback for each measure will be documented in the final report

#### **ASSUMPTIONS**

- Rigorous modeling is not included; energy savings will be based on system-level calculations
- Spreadsheet analyses, when used, will be based on conventional bin methodology
- Implementation costs will be generated using Means Estimating Guides, vendor quotes, and industrial experience; these costs will be prepared with an accuracy of  $\pm 25\%$
- Simple payback analysis included; life cycle analyses not included

#### **TASK 5**

**DRAFT REPORT:** CHA will develop a draft report for the site to include the following:

1. Introduction
2. Executive Summary
3. Existing Facility & System Conditions
4. Energy Conservation Measures
5. Conclusions & Recommendations
6. Appendices

- A. Field Data
- B. Calculations
- C. Drawings
- D. Technology Transfer Flyer

#### **DELIVERABLES**

- One hard copy and CD of the draft report will be submitted to NYSERDA for its review
- NYSERDA's review comments will be incorporated into the draft report

#### **ASSUMPTIONS**

- Executive Summary will include a table listing all recommendations, including energy savings and cost
- Included in each system analysis will be a description of the system
- The appendix shall include all relevant calculations, assumptions, observations, implementation costs, energy savings, and maintenance considerations
- NYSERDA will distribute a copy of the draft report for Griffiss review

#### **TASK 6**

**FINAL REPORT:** A meeting with representatives of Oneida County Department of Aviation and NYSERDA will be held to review the draft report. Following the meeting, any comments will be incorporated into the final report.

#### **DELIVERABLES**

- Two CDs of the final report

#### **ASSUMPTIONS**

- None

#### **PROJECT SCHEDULE**

CHA anticipates starting this project within three weeks of receiving notice to proceed and Purchase Order. Data collection and field work will take six weeks to complete. A draft report to NYSERDA will be delivered within 12 weeks after data collection is complete. The final report will be delivered two weeks after receiving comments on the draft report.

#### **PROJECT BUDGET**

- The budget for this project is \$51,900 as outlined in Appendix C
- Payment requests will be submitted to NYSERDA and Oneida County Department of Aviation monthly





# Griffiss International Airport



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

ANTHONY J. PICENTE, JR.  
County Executive

W. VERNON GRAY, III  
Commissioner of Aviation

FN 20 10 - 399

October 11, 2010

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

## AIRPORT WAYS & MEANS

Re: RADIO TRANSMITTER RECEIVER (RTR) LEASE SPACE

Dear Mr. Picente,

The Federal Aviation Administration's (FAA) closure of the RAPCON facility on the second floor of Building 100 requires the relocation of a Radio Transmitter Receiver (RTR) to the second floor of Building 504, the Air Traffic Control Tower (ATCT), and the installation of a radio antenna on the roof of Building 504. The two new electronic equipment racks, occupying an area of approximately ten (10) square feet, will be installed by the FAA in the second floor telephone communications room. This area will be leased to the FAA at no-cost given the benefit it provides to the safety of aviation operations at the Airport.

It is requested that you submit to the Board of Legislators for approval the enclosed Small Lease for Real Property between the County and the FAA.

Sincerely,

W. Vernon Gray, III  
Commissioner of Aviation

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 NOV 15 PM 3:36

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

Anthony J. Picente, Jr.  
County Executive

Date 11-13-10

Oneida County Department: Aviation

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

## Oneida County Contract Summary

Name of Proposing Organization: Federal Aviation Administration

Title of Activity or Service: **Lease space to FAA.**

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

**Lease space to FAA for relocation of Radio Transmitter Receiver (RTR)**

2) Program/Service Objectives and Outcomes:

**Due to closure of FAA/RAPCON in Bldg 100 2<sup>nd</sup> floor FAA requires space for relocated equipment.**

3) Program Design and Staffing Level:

N/A

Total Funding Requested: \$0

Oneida County Department Funding Recommendation:

Account #

Proposed Funding Source: Federal \$0 State \$0 County \$0

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments: Leased at no cost given the benefit FAA provides to the safety of Aviation operations.