



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

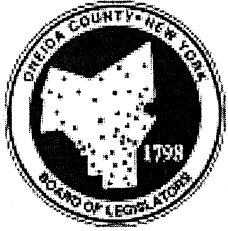
COMMUNICATIONS WITH DOCUMENTATION June 13, 2012

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

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ONEIDA COUNTY BOARD OF LEGISLATORS

Frank D. Tallarino, Minority Leader

7883 West Thomas Street, Rome, New York 13440 Phone: 798-5049

March 15, 2012

FN 20 12 - 251

Mikale Billard, Clerk
Board of Legislators
Oneida County Building
800 Park Ave
Utica, NY 13502

READ & FILED

Dear Mr. Billard,

I have appointed three persons from the Democratic Caucus as my Assistant Minority Leaders. I would like respectfully to remove Mr. Chad Davis from this position and appoint Mr. Philip Sacco in his place.

Please recognize Mr. Michael Clancy, Mr. Joseph Furgol and Mr. Philip Sacco as the Democratic Caucus Assistant Minority Leaders.

Thank you.

Sincerely,

Frank D. Tallarino

FRANK D. TALLARINO (D-7)
ONEIDA COUNTY LEGISLATOR, MINORITY LEADER

May 29, 2012

The Honorable Anthony J. Picente, **ECONOMIC DEVELOPMENT
& TOURISM**
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 12-252



WAYS & MEANS

Dear Mr. Picente:

Per our conversation, I am pleased to submit the Mohawk Valley Community College (MVCC) 2012-13 Budget Request approved by our Board of Trustees at the May 21, 2012 meeting that includes a 0%, level funding sponsor request to Oneida County. MVCC recognizes the difficulty associated with increasing sponsor support in these difficult times and we have kept our request for no increase for the fourth consecutive year. The Economic Development Committee attended a College update and budget proposal overview presentation earlier this month and is aware of this request. The implications of not maintaining the same level of support from the County as last year – “maintenance of sponsor effort” – are significant and would require us to lower our tuition to equal 1/3 of our total revenue through a reduction of 10-15% of our total budget. In addition, the state budget dynamics continue to evolve with signals toward consideration of a state-imposed tuition cap for community colleges, which would be an even greater strain on future budgets.

Overall, the proposed budget represents an increase of 0.71% and requests level funding equal to last year in sponsor support from Oneida County (\$7,280,100). This has been an exciting year for the College as we have continued our string of 15 consecutive semesters with an enrollment increase, graduated more than 1,000 students (our largest class ever), made significant progress on our Strategic Plan and identified a number of compelling initiatives for the upcoming year that guide this budget request (See attached.)

Our Strategic Plan continues to provide focus and direction for resource allocations at the College and provides a solid foundation for this budget request. The proposed budget includes a \$100 increase in full-time tuition from \$3,480 to \$3,580 (2.9%) – keeping MVCC with the sixth lowest tuition of any postsecondary institution in New York State. Part-time tuition has not been raised in the past five years and has been the lowest in the state. The proposed budget increases part-time tuition \$10 to \$130 per credit hour for next year. We are also planning to increase the technology and student activity fees \$5 each per semester. In addition, we are increasing the Airframe and Powerplant program fee \$500 based on the recommendations of program faculty from their market analysis. State base aid to community colleges was increased to \$2,272 per aidable FTE (a 7.1% increase). While this increase in state aid is welcomed, it remains below state support

levels per FTE from a decade ago in 2002-03. Although we remain hopeful that we will see a modest enrollment increase next year, we are proposing a conservative budgeted enrollment projection of a 1% decline. In addition, the proposed budget includes an appropriation from the general reserve in the amount of \$1.3 million in fund balance leaving \$2.7 million in projected fund balance (5.4%).

Our recent enrollment growth and community partnerships underscore the significant role MVCC serves in the community. Guided by our Strategic Plan, the College experienced much success through our resource stewardship. We raised more than \$1 million cash and another \$1.5 million in pledges (primarily for scholarships and other non-operating costs) through the MVCC Foundation Challenge & Opportunity Campaign; successfully opened the Robert R. Jorgensen Center; increased non-credit enrollment (doubling the total in last five years); implemented the \$2.7 million federal Cybersecurity grant and developed a new associate degree program; implemented DegreeWorks to greatly enhance student advising; implemented a student call center that made more than 12,000 phone calls to reach out students this past year; experienced continued excellence with numerous faculty and staff recognized at local, state, and national levels; installed our first solar panels on the Science & Technology Building at the Utica Campus; completed a substantial renovation of the Utica Campus Library; expanded our partnerships with local school districts to address lack of student preparation in math and English; overhauled our developmental math curriculum to increase student success; continued our community partnerships and expanded our relationship with the Boilermaker by hosting everything but the race itself on the Utica Campus this July.

The 2012-13 proposed budget provides a plan for resource allocation to accomplish our annual objectives from the MVCC Strategic Plan. Given the funding constraints, the proposed budget does not represent a simple “across the board cut.” Rather, our Strategic Plan guided a close analysis of personnel and operating budgets that resulted in a number of difficult reductions that balance the budget without compromising capacity. A summary of reductions in the 2012-13 budget request includes:

- The total number of budgeted positions decreased by a net of 7 full-time positions with the conversion of 2 part-time support staff positions to full-time positions and the deletion of 9 full-time positions consisting of:
 - a. Director of Admin Services-Rome Campus
 - b. Director of Art Infusion
 - c. Director of Community Restoration
 - d. Director of Grants
 - e. Director of P-20 initiatives
 - f. Director of Strategic Initiatives
 - g. Clerk –Rome Campus
- Full-time salaries total reduction of (\$735,000) (from those listed above)
- (\$330,000) savings in prescription drug coverage for multiple employee groups
- Support for the Foundation was reduced (\$60,000)
- Part-time assistant wages- (\$170,000); Part-time work study wages – (\$70,000)
- Utilities – (\$167,000); Postage – (\$25,000); Telephone – (\$22,000);
- Advertising – (\$121,000)
- Instructional contractual overload wages – (\$90,000)

- Supplies – (\$44,000)
- Life insurance (\$35,000)
- Travel – (\$34,000)

The most significant expenditure was committed to personnel benefits, which increased 10.4%, or \$1,193,000, due to required increases in retirement contribution rates & health insurance. Otherwise, the remainder of the budget consists of budget managers reviewing the Annual Plan for next year in light of their three-year actual expenditures with a conservative look at the budget needs for 2012-13 and adjusting budget lines accordingly. This approach will continue MVCC's standing as one of the most efficient community colleges in the state, ranking in the bottom third in cost per FTE despite having one of the most comprehensive technical program offerings in the state.

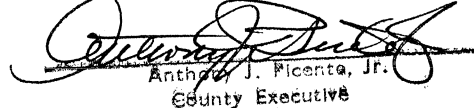
Thank you in advance for your timely consideration and support of this request. We have made every effort to control costs and identify alternative revenue sources, including a tuition increase, and large fund balance appropriations to offset leveling enrollments and limit support needed from the County. I hope that you will find our plan and associated budget request compelling and worthy of your support to then forward it to the Oneida County Board of Legislators for approval.

Sincerely,



Randall J. VanWagoner, Ph.D.
President

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



Anthony J. Ficenta, Jr.
County Executive

Date 6/1/12

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

ATTACHMENT

Vision Statement: To transform lives by creating an innovative learning environment that meets the needs of our rapidly changing communities.

Mission Statement: Mohawk Valley Community College promotes student success and community involvement through a commitment to excellence and a spirit of service.

Statement of Purpose: As a diverse institution with a global view, Mohawk Valley Community College provides opportunities for affordable education, with support from Oneida County and the State of New York, and offers career, transfer and transitional education, programs for personal and cultural enrichment, and supports community and economic development.

Values Statement: The following core values guide the operation and work of Mohawk Valley Community College:

- Learning
- Accessibility
- Affordability
- Collaboration
- Diversity
- Excellence
- Integrity

2012-13 Annual Plan <u>Strategic Directions and Annual Initiatives</u>

COMMUNITY: To build a strong vibrant community

- Build a culture of civility, responsiveness
- Strengthen College communication
- Respond to regional employer needs
- Cultivate partnerships and pathways

RESOURCES: To effectively and responsively manage resources

- Address space limitations
- Provide for succession planning and cross training
- Secure alternative funding for students
- Improve access to technology for students
- Implement sustainability initiatives

EXCELLENCE: *To promote a culture of excellence and service*

- Improve intake and advising
- Emphasize employee enrichment
- Strengthen delivery of service
- Strengthen college diversity
- Increase opportunity for engaged learning
- Enhance quality of programs

STUDENTS: *To provide a student-centered environment*

- Improve networking/connections with students
- Enhance student preparedness
- Connect underserved students with MVCC
- Increase student completion
- Build citizenship and workforce readiness



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

ONEIDA COUNTY OFFICE BUILDING

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



FN 20 10 - 253

May 24, 2012

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

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Honorable Members:

The Department of Buildings and Grounds has been awarded two grants. The first grant is from NYS Department of Agriculture and Markets for \$825.00. The second grant was awarded by the Oneida County Convention and Visitors Bureau in the amount of \$4,749.00. Both these grants total \$5,574.00 and will be used to help advertise the Oneida County Farmers Market located in the REA wing of the Train Station. Oneida County opened up the Farmers Market to the general public last fall and has received very positive feedback.

It is intended to use these funds to help promote the Oneida County Farmers Market and its location.

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

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

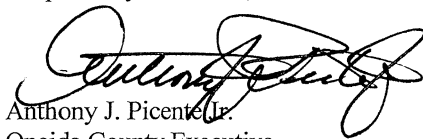
TO:

AA# A1620.495123 - Buildings & Grounds – Farmers Market Public Outreach \$ 5,574.

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

RA# A1743 - - - Dept Income - Farmers Market Revenue \$ 5,574.

Respectfully submitted,


Anthony J. Picente, Jr.
Oneida County Executive

Attach.

CC: County Attorney
Comptroller
Budget
Com. Of DPW

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 12-251

Michael C. Lawrence, Jr.
Acting Commissioner of Aviation

May 15, 2012

AIRPORT

WAYS & MEANS

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

Re: Niagara Mohawk Power Corp. Easement
18-10-8448790

Dear County Executive Picente,

Niagara Mohawk Power Corporation (a National Grid Company) is requesting a perpetual easement through County owned property for the purpose of installing a gas main extension on Airport property along Hangar Road. The gas main extension will provide gas service to important Airport facilities including; the Airport's Rescue and Maintenance Operations Building #45, the Air Traffic Control Tower Building #504 and the planned future terminal building site location. The easement area is described in the attached "Grant of Easement" and on the sketch entitled "Exhibit A, 18-10-8448790". The final and definitive location of the easement area shall become established by and upon the final installation of the facilities. This easement will subsequently be filed with the County Clerks office.

The Department of Aviation recommends the acceptance and execution of this proposed easement. If you concur, *please forward to the Oneida County Board of Legislators for consideration at its earliest date possible.* Niagara Mohawk Power Corporation will not proceed with this work until the easement is approved. Please return the fully executed document to my office for distribution.

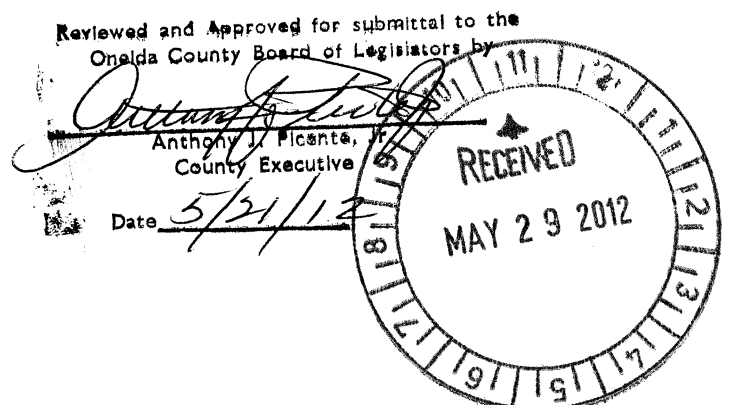
Thank you for your support.

Sincerely,

Michael C. Lawrence, Jr.
Acting Commissioner

wfa/MCL

cc: W. Applebee



Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County - Contract Summary

Name of Proposing Organization: Niagara Mohawk Power Corp.

Title of Activity or Service: Grant of Easement – Natural Gas Line

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

Summary Statements:

1) Narrative Description of Proposed Services:

Grant of Easement execution for installation of a natural gas line along County property (Hangar Road).

2) Program/Service Objectives and Outcomes:

The grant of easement will provide for the installation of a gas main extension to supply natural gas to the Airport's Rescue and Maintenance operations Building #45, the Air Traffic Control Tower Building #504 and the planned future terminal building site location.

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$1.00

Oneida County Department Funding Recommendation: \$1.00 **Account #** H-395

Proposed Funding Source:	Federal \$0	State \$0 (90%)	County \$1.00 (10%)
	_____	_____	_____

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

Executed easement will be filed with the County Clerks office.

GRANT OF EASEMENT

COUNTY OF ONEIDA of 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land")

Section 1 – Description of the Easement. The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground gas distribution facilities including a line or lines of pipe, valves, fittings, handholes, manholes, conduit, vaults, housings, connectors, pedestals, closures, markers, cables, connections to aboveground facilities, braces, fittings, foundations, anchors, lateral service lines, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of natural and manufactured gas for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Oneida County Clerk's Office on 04/12/2011, Instrument No. 2011-005125, and consists of land described as being part of Tax Parcel No. 243.000-1-1.37 of the City of Rome, County of Oneida, New York, located on the northerly side of Hangar Road.

Section 3 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 10 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area as shown on the sketch entitled "18-10-8448790", which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the

Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, _____ have hereunto set _____ hand(s) and seal(s) this _____ day of _____, 2012.

COUNTY OF ONEIDA

By: _____ (L.S.)
(official's signature)

Its: _____
(print individual's name & title)

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

On the ____ day of _____ in the year 2012, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Griffiss International Airport

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



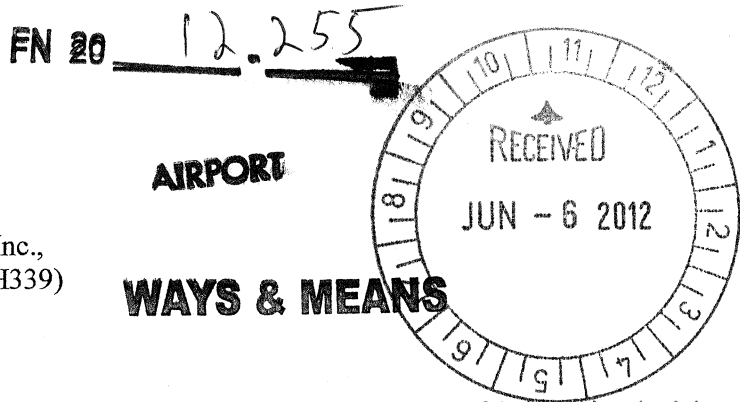
ANTHONY J. PICENTE, JR.
County Executive

Michael C. Lawrence, Jr.
Acting Commissioner of Aviation

June 1, 2012

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

Re: Airport Master Plan, C&S Engineers, Inc.,
FAA Airport Improvement Program (H339)




Dear County Executive Picente,

In anticipation of a grant offer from the Federal Aviation Administration (FAA), the Department of Aviation is submitting for approval a Consultant Agreement with C&S Engineers, Inc., for the Airport Master Plan Project. C&S Engineers, Inc., will prepare a Master Plan in accordance with FAA requirements, including FAA Advisory Circular (AC) 150/5070-6B, Airport Master Plans; AC 150/5300-13, Airport Design; the FAA Eastern Region Airport Layout Plan (ALP) Policy/Guidelines; and the Eastern Region ALP Checklist. C&S Engineers, Inc.'s, maximum amount payable under this agreement is \$520,028.42.

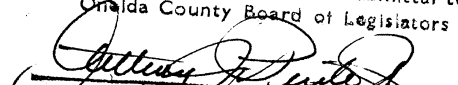
McFarland Johnson, Inc., performed an independent fee estimate (IFE) as required by the FAA. The IFE results determined C&S Engineers' fee as reasonable. The Oneida County Board of Legislators has designated C&S Companies as an approved Airport Consultant (F.N. 2009-415, Res. No. 348).

Please consider acceptance of the agreement from C&S Engineers for \$520,028.42 providing the necessary consultant planning services associated with the Airport Master Plan Project. *This is subject to the FAA providing a grant offer* for the project through the FAA Airport Improvement Program which will provide 90% Federal funding (\$468,025.57). The State funding match will be at least 2.5% (\$13,000.71) but current discussions could lead to a 5% share. The local county share would then be a maximum 7.5% (\$39,002.14) to 5% depending on the State's final contribution. Funding is provided through Capital Account H-339. Upon acceptance, please forward to the Oneida County Board of Legislators for their consideration and approval. Charge Capital Account H-339. Thank you.

Sincerely,


Michael C. Lawrence, Jr.
Acting Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date 6/5/12

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County - Contract Summary

Name of Proposing Organization: C&S Engineers, Inc.

Title of Activity or Service: Professional Services

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

Summary Statements:

1) Narrative Description of Proposed Services:

C&S Engineers, Inc., will prepare a Master Plan in accordance with FAA requirements, including FAA Advisory Circular (AC) 150/5070-6B, Airport Master Plans; AC 150/5300-13, Airport Design; the FAA Eastern Region Airport Layout Plan (ALP) Policy/Guidelines; and the Eastern Region ALP Checklist.

2) Program/Service Objectives and Outcomes:

This Master Plan will update the previous from year 2000 and provides for the necessary airport planning and development guidelines to receive Federal Aviation Administration Airport Improvement Program funds.

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$520,028.42

Oneida County Department Funding Recommendation: \$520,028.42 **Account #** H-339

Proposed Funding Source:	Federal	\$468,025.57	State	\$13,000.71	County	\$39,002.14
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Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

C&S Engineers is an FAA / County approved Airport Consultant selected by a competitive RFP process. Approved by the Board of Acquisition & Contract on May 23, 2012.

COPY

**COST PLUS FIXED FEE
CONSULTANT AGREEMENT
FOR
DESIGN
OF THE
AIRPORT MASTER PLAN PROJECT
AT
GRIFFISS INTERNATIONAL AIRPORT
ROME, NEW YORK**

FAA AIP NO. 3-36-0119-xx-xx

NYSDOT NO. 2905.xx

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COST PLUS FIXED FEE CONSULTANT AGREEMENT

FOR

PLANNING SERVICES

PROJECT: Airport Master Plan
Griffiss International Airport

This Agreement, made effective this _____ day of _____, 2012, is by and between the County Of Oneida, a New York Municipal corporation, having an address at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "SPONSOR") and C&S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project more particularly described in Schedule(s) "A", attached hereto and made a part hereof (the "Basic Services"). The SPONSOR's resolution or other authorization for retaining the CONSULTANT is attached hereto and made a part hereof as Schedule "E". The SPONSOR has completed or will complete a "Certification for Selection of Consultant" in connection with the execution of this Agreement, a copy of which is attached hereto and made a part hereof as Schedule "D".

ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE

A. Basis for Payment—The SPONSOR shall pay the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services under this Agreement, the following:

Item I: Direct Technical Salaries of all employees assigned to the Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all employees working part-time on the Project, all subject to audit. Overtime in accordance with the terms of this Agreement shall be charged under this Item.

The cost of Principals' salaries (or allowable portion thereof) included in Direct Technical Salaries during the period that they are working specifically on the Project (productive time) are eligible if their comparable time is also charged directly to other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost.

Item II—Actual Direct Nonsalary Costs incurred during the term of this Agreement, as defined in

Schedule(s) -B", attached hereto and made a part hereof, all subject to audit.

Item III—Overhead Allowance based on agreed upon overhead during the term of this Agreement, as set forth in Schedule -C", which is attached hereto and made a part hereof.

Item IV—Fixed Fee—A negotiated lump sum fee, which in this Agreement shall equal \$38,279.79. This Fixed Fee is not subject to audit, and is not subject to review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

A summary of the monies due the CONSULTANT under Items I, II, III, and IV is set forth in Schedule(s) -B".

Item V—In the event of any claims being made or actions being brought against the Project, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

- B. Partial Payments**—The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section -A" of this Article. Monthly invoices shall clearly identify the costs of the services performed. A percentage of the Fixed Fee described in Section -A", Item IV, of this Article shall be paid with each monthly progress payment. The percentage to be used in calculating the monthly payment under Section -A", Item IV, shall equal the ratio of the costs expended during the billing period to the maximum amount payable (exclusive of Fixed Fee) allocated to fulfill the terms of this Agreement as established herein.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under this Agreement and may be subject to periodic and final audit by the SPONSOR, the New York State Department of Transportation (NYSDOT), and the Federal Aviation Administration (FAA). Such an audit shall not be a condition for making partial payments.

- C. Final Payment**—Payment of the final invoice shall be made upon completion and acceptance of the Project by the SPONSOR, the NYSDOT, and the FAA.

The maximum amount payable under this Agreement, including the CONSULTANT's Fixed Fee, shall be \$520,028.42 unless there is a substantial change in the scope, complexity, character, or duration* of the Basic Services.

*Duration is applicable to construction observation only.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR's written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule(s) –A". The estimated time for completion of the Basic Services under this Agreement, subject to the provisions of the following paragraph and of Articles 12, 13, and 23 hereof, shall be as recorded in Schedule(s) –A".

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT's invoice therefor, then the amounts due the CONSULTANT shall be increased at the rate of 1.5% per month from said forty-fifth (45th) day. Payments will be credited first to principal and then to interest. Additionally, the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the time schedule set forth in Schedule(s) –A" and compensation set forth in Schedule(s) –B" hereto shall be equitably adjusted to compensate for the period of suspension.

ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, the NYSDOT, and the FAA, if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Schedule or Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the SPONSOR nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the SPONSOR and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedules ~~H~~ and ~~I~~, which are attached hereto and made a part hereof.

The SPONSOR recognizes that the CONSULTANT will be required by the New York State Department of Labor (the ~~NYSDOL~~) to compensate its personnel performing field survey work in accordance with applicable state wage rates in effect at the same time services are performed. The SPONSOR understands that the CONSULTANT has no control over these labor rates and their periodic increases. Therefore, the SPONSOR agrees to compensate the CONSULTANT for field survey services included as a part of this Agreement in accordance with the NYSDOL Prevailing Rate Schedule, which is incorporated by reference into this Agreement. Furthermore, the SPONSOR shall compensate the CONSULTANT for all increases in labor costs, including applicable overhead and profit, when those increases occur by direction of the NYSDOL. Billings for, and payments by the SPONSOR of, these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed amount.

ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedules ~~H~~ and ~~I~~ hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedules ~~H~~ and ~~I~~ in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant,

09/11
X

subcontractor, or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR's legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

ARTICLE 9—WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days' written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable worker's compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.
- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT's obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
 1. Liability insurance issued to and covering the liability of the CONSULTANT's subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
 2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
 3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR, the NYSDOT, and the FAA shall be named as additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR, the Commissioner of the NYSDOT, and the FAA.
- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule(s) "A" ("Additional Services"). The scope and time for performance, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule(s) "B") shall be set forth in such Supplemental Agreement.

ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

- A. **ABANDONMENT OR AMENDMENT OF THE PROJECT**—The SPONSOR shall have the absolute right to abandon or to amend its Project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends its Project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary thereby, then the provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the SPONSOR abandons the Project, then the provisions of paragraph B(1)(b) below shall govern payment to the CONSULTANT.
- B. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated:

1. **For Cause:**

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the

CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

2. **For convenience** by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. **PAYMENTS UPON TERMINATION**

1. **For Cause:**

a. **By the SPONSOR:** If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) –B". The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.

b. **By the CONSULTANT:** If the CONSULTANT terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) –B" hereto measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. **For convenience**

If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) –B". Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) –B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutively or in the aggregate, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in Schedule(s) -B" because of the passage of time.

ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's or other user's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraphs.

ARTICLE 16—CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended, and Schedule -G", which is attached hereto and made a part hereof.

ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent



with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of New York or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

ARTICLE 19—NEW YORK STATE PARTICIPATION

The services to be performed in this Agreement are included in a NYSDOT Project, which is being undertaken and accomplished by the SPONSOR and the State of New York and pursuant to which the State of New York has agreed to pay a certain percentage of the allowable Project costs. The State of New York is not a party to this Agreement and no reference in this Agreement to the Commissioner of Transportation or any representative thereof, or to any rights granted to the Commissioner of Transportation or any representative thereof or the State of New York by the Agreement, makes the State of New York a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of New York may from time to time inspect all Project documents for the purpose of insuring compliance with New York State laws and protecting the interests of the State of New York.

ARTICLE 20—FEDERAL PARTICIPATION

The FAA is not a party to this Agreement, although the Project work program covered by this Agreement may be financially aided in part by a Grant Agreement between the SPONSOR and the FAA. The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement, including the requirements set forth in Schedules "D", "F", "G", and "H" hereto. The CONSULTANT further agrees that, by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to time inspect all Project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

ARTICLE 21—MISCELLANEOUS

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, vendors, agents, officers, and employees, to comply with applicable laws in the jurisdiction in which the Project is located.
- B. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above, and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this paragraph.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.

ARTICLE 22— SUBCONSULTANTS/SUBCONTRACTORS AND VENDORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by the NYSDOT and the FAA.

ARTICLE 23 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strikes; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by the CONSULTANT to perform its services hereunder in an orderly and efficient manner, then the CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24 — DISPUTE RESOLUTION

- A. The SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under paragraph (B) below. The thirty-day period may be extended upon mutual agreement of the parties.

- B. If any dispute cannot be resolved pursuant to paragraph (A) above, and only if mutually agreed by the SPONSOR and the CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the County Executive, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written, subject to the approval of the Commissioner of the NYSDOT, the State Comptroller, and the FAA.

SPONSOR

Oneida County, New York

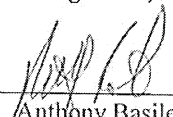
By: _____
Hon. Anthony J. Picente

Title: County Executive

Date: _____

CONSULTANT

C&S Engineers, Inc.

By: _____

Anthony Basile

Title: Manager, Airport Services Group

Date: 4-13-2012

Schedule A-1 Scope of Services Airport Master Plan

The following is a scope of services to complete a master plan for the Griffiss International Airport (RME), located in Rome, New York. The consultant shall prepare the master plan in accordance with Federal Aviation Administration (FAA) requirements, including Advisory Circular (AC) 150/5070-6B, Airport Master Plans; AC 150/5300-13 (as amended), Airport Design; the Eastern Region ALP Policy, guidelines for the preparation of an airport layout plan drawings set as defined by the FAA Eastern Region (February 2010); and the Eastern Region ALP Checklist for RME received on February 28, 2012 (see Schedule A-2).

In its simplest form, a master plan study involves the following elements:

Project Administration

Airport Property Boundary Survey

Airport Mapping and Airport GIS (AGIS)

Phase 1 Airport Requirements

- Inventory of Existing Conditions
- Environmental Overview
- Wetland Screening
- Forecasts of Aviation Demand
- Demand/Capacity Analysis
- Facility Requirements

Phase 2 Alternatives Analysis and Recommendations

- Description of Alternatives
- Evaluation Criteria
- Preferred Alternative

Phase 3 Financial & Implementation Plan

- Financial Plan
- Airport Layout Plan Drawing
 - Title Sheet
 - Existing Airport Layout Drawing
 - Proposed Airport Layout Plan
 - Terminal Area Plan
 - Airport Airspace Drawing
 - Inner Portion of the Approach Surface Drawing
 - Land Use and Ground Access Plan
 - Airport Property Map

TASK 1 PROJECT ADMINISTRATION

1.1 Project Management

The consultant Project Manager, supported by the Deputy Project Manager, shall aid the sponsor by acting as their liaison and project coordinator with the New York State Department of Transportation (NYSDOT) and the Federal Aviation Administration (FAA) during the project. The Project Manager will provide the following services through the course of the study:

- Coordinate the efforts of the internal planning team and those of sub-consultants ensuring quality control and consistency in report documents and drawings.
- Attend, present and facilitate project meetings.
- Prepare meeting summaries
- Maintain project financial records
- Prepare and submit monthly progress reports
- Attend periodic meetings with the Sponsor to provide project updates, coordinate data collection efforts and discuss technical issues. These meetings may include attendance by County officials/agencies, NYSDOT and FAA as necessary. Assume up to 6 meetings.

1.2 Grants Administration

The consultant Grants Administer shall assist the SPONSOR in the preparation of reimbursement request packages, and coordination of their execution by the SPONSOR and submission to the funding agencies.

1.3 Advisory Committee

The Project Manager will assist the Sponsor in establishing an Advisory Committee (AC), comprising individuals representing the County, key airport tenants, users, air traffic control, US Air Force, NYSDOT, FAA and community representatives to provide valuable input and address issues during the master plan process. The Project Manager will coordinate, attend and present at four AC meetings anticipated to include a project kick-off meeting, a meeting at the conclusion of Phase 1 to present the findings and facilitate a discussion of potential alternatives, a meeting at the conclusion of Phase 2 and a final meeting, at the conclusion of Phase 3, to present the final Airport Layout Plan and Capital Improvement Program (CIP). The project manager will assist the sponsor will securing meeting locations and distribution of review material to the AC in advance of meetings.

1.4 Public Outreach

Community support is essential to the continued development of any airport. To assist the County and the airport, a public involvement program geared toward the objectives of the master plan and local issues will be established. The public involvement plan will include one community open house to provide the public with an opportunity to comment on the draft study findings. The Project Manager will assist the SPONSOR with securing a meeting location and preparing news releases.

This task will also include the development of public information materials that will be provided to the County and uploaded to their website. A project update flyer will be prepared at three key milestones – project kick-off, completion of Phase 1 and completion of Phase 2. At the conclusion of the study and executive summary brochure/flyer will be prepared that summarizes the findings of the study and graphically indicates the proposed development plans for the airport. In addition to making the summary brochure available on the project website, 200 copies will be printed to be made available to the public.

TASK 2 AIRPORT MAPPING AND AIRPORT GIS (AGIS)

Refer to Schedule A-3, Aeronautical Survey

TASK 3 AIRPORT PROPERTY BOUNDARY SURVEY

Refer to Schedule A-4, Boundary Survey

TASK 4 PHASE 1 – AIRPORT REQUIREMENTS

4.1 Inventory of Existing Conditions

This phase involves data collection and assessment of the facilities at the airport. The inventory will include an on-site visit to confirm information about existing facilities, and surveys of airport tenants and various businesses to determine airport facility needs. Interviews with airport management and tenants will help familiarize the team with the airport environs, potential airport issues, and areas available for future development.

Project Responsibilities: Consultant will be responsible for collection and review of all existing data described under Section I.i., Inventory, of this scope of services. Airport sponsor will be responsible for supporting all data collection efforts by offering access to on-airport facilities and providing any necessary direction or knowledge needed to obtain relevant documents.

REGIONAL SOCIOECONOMIC CONDITIONS

Regional socioeconomic data will be collected to provide an overview of general demographic, industry, and aviation trends in the county and region. This includes an inventory of area planning efforts that may affect the type of facilities required at the airport and will also include consideration of the following:

- Historical review of airport development
- National aviation trends
- State, regional, county, and metropolitan system plans
- Other regional aeronautical studies

EXISTING AIRPORT FACILITIES

Existing airside and landside facilities at the airport will be documented and compared to

FAA design standards. Available mapping materials and aerial photographs will be evaluated and verified with on-site visits to the airport.

Airside facilities include all aeronautical surfaces upon which aircraft operations are carried out: runways, taxiways, holding aprons. This inventory will also document the airport instrumentation, lighting, and markings.

Landside facilities include those parts of the airport designed to serve passengers, tenants, airport workers, and airport administration: vehicle access roads, vehicle parking, fuel facilities, airport utilities, aircraft maintenance areas, aircraft parking aprons, and buildings.

AIRPORT AIRSPACE ENVIRONMENT

This section will evaluate the class(es) of airspace surrounding the airport, air traffic control, airway and jet route structure, and navigational aids. The type and amount of airspace activity will be documented as well as any existing airspace constraints.

AIRPORT SECURITY

The master plan will explore the airport's current security system and practices and will evaluate them against TSA requirements and the needs of airport management and users.

SCHEDULED AIRPORT CONSTRUCTION

All recent construction or construction scheduled to be completed within the study period will be documented and included as existing facilities.

ENVIRONMENTAL OVERVIEW

The environmental overview will describe the existing environmental conditions at the airport and in the surrounding communities. The environmental overview will also identify environmentally sensitive areas that may require special management, conservation and/or preservation during the planning, design, or construction phases of any proposed airport development projects. Following the guidelines set forth by FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions, the overview will help identify appropriate NEPA actions that may result from those proposed projects identified in the master plan. An environmental inventory map will be generated using Geographical Information System (GIS) data gathered from available sources. The inventory map will show known environmental resources and current land uses surrounding the airport.

FAA Order 1050.1E, *Environmental Impacts: Policies and Procedures*, lists potential impact categories that will be considered in order to determine if any projects proposed during the master plan process may have significant impact on the environment. These categories include:

- Air Quality
- Coastal Resources
- Compatible Land Use
- Construction Impacts
- Department of Transportation Act, Section 4(f)
- Farmlands
- Fish, Wildlife, and Plants
- Floodplains
- Hazardous Materials, Pollution Prevention, and Solid Waste
- Historic, Architectural, Archeological, and Cultural Resources
- Light Emissions and Visual Impacts
- Natural Resources and Energy Supply
- Noise
- Secondary (Induced) Impacts
- Socioeconomic Impacts, Environmental Justice and Children's Environmental Health and Safety Risks
- Water Quality
- Wetlands
- Wild and Scenic Rivers

WETLAND SCREENING

The Consultant will perform a wetlands and waterways screening for the project study area (assumed to be the airport property). The screening involves a two-step process. The first step is to conduct a desktop review for wetlands and waterways; the second step is field reconnaissance. The screening will result in the delivery of plans depicting the approximate location of wetlands and waterways within the project study area. The desktop screening will utilize digitized Geographic Information Systems (GIS) data layers available within the County. Digitized layers will include, but are not limited to:

- New York State Department of Environmental Conservation (NYSDEC) Freshwater Wetlands mapping
- 7.5 Minute United States Geological Survey (USGS) topographic information
- Soil survey data from the Soil Survey Geographic (SSURGO) database
- Stream data from USGS National Hydrography Dataset
- National Wetlands Inventory Mapping Data
- Aerial photography

Project Responsibilities: Consultant will utilize the identified information to determine the potential presence of wetlands and streams within the project study area.

The project study area will then be field reviewed to determine the presence or absence of wetlands. The boundaries of potential wetlands and streams identified during the desktop review will be revised based upon site reconnaissance. The field reconnaissance will be completed by Consultant knowledgeable of the *1987 Corps of Engineers Wetland Delineation Manual* and *1995 New York State Department of Environmental Conservation Freshwater Wetlands Delineation Manual*. The wetland reconnaissance

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will be primarily based upon visual indicators of hydrology and hydrophytic vegetation. Soils will be periodically assessed for the presence of hydric indicators. Consultant will utilize Trimble GeoXH Global Positioning Satellite (GPS) units with the sub-foot accuracy to assist in locating approximate wetland areas. Consultant will provide approximate locations of potential wetlands and waterways in a drawing using ESRI ArcMap. These approximate wetland and waterbody boundaries will be identified as "Field Screened Wetlands". The general shape and extent of the approximate boundaries identified in the field will be shown on the ArcMap drawing

Assumption: The information provided in the wetland screening maps should not be considered formal wetland delineations. Wetland boundaries will be subject to change based upon formal wetland delineations.

KEY ISSUES

The current and future facility, operational, and management challenges that the airport may face will be documented. This master plan will evaluate and recommend solutions on how to best handle these challenges.

EXISTING AIR TRAFFIC ACTIVITY

Historical air traffic activity and data on based aircraft at the airport will be compiled from available sources to allow for development of a representative fleet mix.

4.2 Forecasts of Aviation Demand

The purpose of this task will be to perform basic analysis of general aviation and potential scheduled airline forecasts. The general aviation forecasts will be based upon FAA determined analysis metrics, and FAA base forecasts. However, the potential airline forecasts will examine the results of air service improvement actions that could increase scheduled airline and charter activity serving vacation points such as Atlantic City, Myrtle Beach, and Florida destinations. This encompasses passenger demand assessment and implementation strategies for air service improvements. In addition, the forecast will examine the potential for airline/air charter service, air cargo and additional Maintenance/Repair/Overhaul (MRO) activity..

DATA COLLECTION

The forecasts of aviation demand will begin with a collection of forecasting data. Data collection will include all of the information necessary to develop the forecasting methodology and perform all of the statistical analyses dictated by these methodologies. In addition, this data collection effort will involve gathering all of the relevant previous forecasting efforts.

Historical airport activity data will be obtained from FAA terminal area forecasts (TAF) and/or air traffic control tower (ATCT) counts (where applicable), 5010 reports, airport records, and valid documentation in the form of accurate counts, reasonably documented estimates, letters from aircraft owners as to their intent to use the airport, or any

combination thereof that demonstrates the need. A meeting will be held with airport management and hangar owners to review the accuracy of based aircraft and fleet mix data. Extensive use will be made of applicable existing data and studies. Items to be collected include but are not limited to the following:

- Socioeconomic Data such as population, per capita personal income, and employment/unemployment data.
- Passenger data for charter aircraft operations
- Obtain FAA Terminal Area Forecasts (TAF) and review national forecasts.
- Industry data such as aircraft orders, etc.
- The most recent Airport Business Plan (2010)
- Air cargo statistics for Syracuse and Albany airports
- Air cargo route structures that may indicate feasibility for Griffiss vs airports such as JFK International, Bangor, Syracuse, Albany, etc.
- Industry MRO statistics and intelligence concerning potential opportunities that may involve Griffiss International

With these data, future projections of aviation demand relating to the socioeconomic variables such as population, per capita personal income and employment activity can be made. Additionally, these projections can be compared to other forecasts to determine reasonableness. Techniques to be used shall include regression analysis, trend analysis, market share and other appropriate statistical methods. Airport activity forecasts will also be evaluated in relationship to national trend forecasts prepared by the FAA.

AVIATION FORECASTS

Aviation activity forecasts may be developed, in part, on the basis of relationships found to exist between socioeconomic data for the airport service area and airport activity. Three basic methods of forecasting such relationships will be examined and used in this study. These methods include Market Share, Socioeconomic Regression and Trend Analysis. The following forecast elements will be included in the study:

- Air Passengers
 - Annual Potential Airline/Charter Enplanements
 - Annual General Aviation Enplanements
 - Peak Hour Enplanements
- Aircraft Operations
 - Potential Airline/Charter Operations
 - Annual, Peak Month, Peak Hour
 - Fleet Mix
 - General Aviation Operations
 - Peak Month, Peak Hour
 - Itinerant Split
 - Fleet Mix
 - Annual Military Operations

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- Registered and Based Aircraft
- Potential Air Cargo and MRO Operations

Fundamentally, these outputs shall all be used as inputs to capacity analysis, airfield facility requirement generators, noise study, or for policy guidance. To facilitate the estimation of potential airline/charter passengers, the Forecast chapter will examine current passenger leakage to Syracuse and Albany, along with potential capture rates of existing vacation and seasonal passengers in the Utica/Rome area. The Forecast will also examine the potential for air cargo operations at Griffiss and the potential for more MRO activity. These forecasts will be expressed in the form of aircraft operations and enplaned air cargo tonnage. The MRO activity, while not creating significant number of operations, could create a significant number of new jobs at the Airport.

Forecasts will be developed on an unconstrained basis for short, intermediate, and long term planning timeframes. The base year for the forecasts will be 2012. These timeframes correspond to the following years:

- Short Range: 2015 - 2020
- Intermediate Range: 2021 - 2025
- Long Range: 2026 - 2035

The forecasts will be documented in both narrative and tabular format and the reasonableness and practicality of the forecasts will be reviewed. The forecasts will be compiled and upon the County's review, a preferred forecast will be selected and concurrence from FAA will be requested.

A variety of techniques will be examined to determine the most appropriate methodology for preparing forecasts of aviation activity over the next 20 years. Since aviation activity is affected by a variety of factors ranging from local economic conditions to national trends, the forecast will represent the most likely future scenarios for aviation activity at the airport.

Coordination with airport management and/or key airport businesses as needed will help identify factors that affected past activity levels and factors that might impact future activity levels. The available aviation activity indicators data will be reviewed to identify local, regional, and national trends. In addition, past forecast strategies will be compared to resulting activity to evaluate reasonableness of previous forecast strategies. Factors affecting activity may include changes in growth patterns by tenants at the airport, changes in the regional aviation system, and national trends. Data from the market analysis will be utilized to prepare the forecasts.

Aviation forecasts will help to:

- Identify projected aircraft operations, both local and itinerant,
- Identify number of based aircraft,
- Develop fleet mix projections,
- Develop projections of military activity, helicopter, or other types of aviation

- operations,
- Develop project peak characteristics for peak month, design day, busy day, and design hour, and
- Prepare instrument operations forecasts based on available data.

The forecast analysis will detail the results of the demand forecasts and will explain the rationale for selected forecasts. Forecasts will be submitted to the FAA for approval. Once the aviation forecasts are approved, the passenger enplanement forecasts can then be used for programming the size of the terminal building expansion to accommodate immediate and future needs.

4.3 Demand/Capacity Analysis

This analysis will compare the existing capacity of the airport with the short, intermediate, and long-range forecast demand. From this analysis, facility requirements will be determined.

FAA AC 150/5060-5, Airport Capacity and Delay, uses the following inputs to arrive at an estimated airport capacity:

- Airfield layout and runway use
- Meteorological conditions
- Navigational aids
- Aircraft operational fleet mix
- Touch-and-go operations

Airport capacity is defined as the hourly capacity and annual service volume for the airport. Hourly capacity is a measure of the maximum number of aircraft operations that can be accommodated on the airport or airport component in an hour. Annual service volume is a reasonable estimate of an airport's annual capacity. It accounts for differences in runway use, aircraft mix, weather conditions, etc., that would be encountered over a year's time.

Project Responsibilities: Consultant will be responsible for completing the demand/capacity analysis. Airport sponsor will be asked to review and offer comments on the results of the analysis.

4.4 Facility Requirements

Facility requirements will be developed from the results of the demand/capacity analysis and from the various FAA advisory circulars and regulations that provide criteria for design of airport components.

A preliminary set of airport facility recommendations for the short, intermediate, and long-range forecast periods will form the basis of the development of alternatives in the next phase of the master plan. Facility requirements will be developed for both airside and landside facilities.

Because the aviation industry is changing rapidly and the changes may have impacts on the airport, the master plan will discuss the emerging trends and potential ramifications.

In general, the facilities recommendations will include:

Airside Facilities

- Runways
- Taxiways
- Airport instrumentation and lighting

Landside Facilities

- General aviation requirements (hangars, apron, and parking)
- Terminal area requirements (terminal building, apron, and parking)
- Fixed Based Operator (FBO) requirements (hangars, apron, parking)
- Potential cargo area requirements
- MRO requirements
- Fuel storage
- Aircraft rescue and firefighting facilities (ARFF)

Property Needs Analysis

The Airport is in the process of acquiring (or accepting) various properties released from the US Air Force. To date, properties have been conveyed to the Airport (for airport use), the County, and other entities. This task will summarize activities to date and the status of pending property transfers.

A review and evaluation will be done to determine the potential need and benefit of additional conveyances to the Airport Sponsor, the potential purpose for the property, and its integration into the airport facility.

DELIVERABLE: The Phase 1 – Airport Requirements interim report will be prepared summarizing the findings of Task 4. Five paper copies will be prepared for distribution to the Sponsor and FAA. An electronic file of the working paper in Adobe Acrobat format will be distributed to AC members for their review.

Project Responsibilities: Consultant will be responsible for identifying all future facility requirements. Airport sponsor will be asked to review and offer comments on all recommendations.

Task 5 PHASE 2 – ALTERNATIVES ANALYSIS

5.1 Description of Alternatives

In this phase alternatives will be developed that consider the physical needs of the airport based on the short, intermediate, and long-range forecasts. Also to be considered are the needs and deficiencies identified by airport stakeholders, including management, tenants, and airport users. Alternatives that will be considered include airside operational modifications and landside

aeronautical and non-aeronautical uses. The focus will be on developing landside alternatives since airside alternatives will only include operational modifications.

One meeting will be conducted at the airport to identify up to five alternatives (including the no-action alternative). This approach will provide a venue to build consensus among the stakeholders early in the process.

Project Responsibilities: Consultant will be responsible for developing a maximum of three alternatives (including the no-action alternative). Airport sponsor will be asked to review and offer comments on all alternative recommendations.

5.2 Evaluation Criteria

The alternative plans will undergo a comparative evaluation process using qualitative and quantitative factors. Ideally, the evaluation process would express all factors involved in terms of a common quantitative measure, such as dollar value or number of homes impacted by sound. Because of the difficulties inherent in expressing certain factors in quantifiable terms, the evaluation process will rely on both quantitative and qualitative measures. The following list provides examples of the type of criteria that may be used in the evaluation of alternatives:

- Airport Design Standards – Does the alternative meet FAA design standards?
- Environmental Impacts – Can this alternative be developed without significant environmental impacts?
- Facility Requirements – Will this alternative satisfy the forecast demand and needs of the airport?
- Implementation Feasibility – Does this alternative have stakeholder and public support and can it be implemented in logical phases through the planning period?
- Financial Feasibility – Is the development cost reasonable?
- Sustainability – Does the airport support the County and regional sustainability initiatives and guidance?

Project Responsibilities: Consultant will be responsible for evaluating up to three alternatives, including a no-action alternative. Airport sponsor will assist in identifying the appropriate evaluation criteria.

5.3 Preferred Alternative

A preferred alternative for development of the airport will be selected after evaluating the benefits against the costs of each alternative and engaging the stakeholders to maximize support for the preferred alternative.

DELIVERABLE: The Phase 2 – Alternatives Analysis and Recommendations interim report will be prepared summarizing the findings of Task 5. Five paper copies will be prepared for distribution to the Sponsor and FAA. An electronic file of the working paper in Adobe Acrobat format will be distributed to AC members for their review.

Project Responsibilities: Consultant will be responsible for recommending the preferred

development alternative for possible future implementation. Airport sponsor will assist in selecting the preferred alternative.

Task 6 PHASE 3 –FINANCIAL & IMPLEMENTATION PLAN

6.1 Formulation of the Capital Improvement Plan

This phase of the master plan involves developing the Capital Improvement Plan (CIP) for the airport. The projects shown on the ALP illustrate facility improvements for broad time periods. These descriptions are then divided into smaller pieces that reflect how projects are approved, designed and constructed for the CIP.

6.2 Project Sequencing Plan

This task takes into consideration the interrelationships among the projects in the sponsor's existing and revised CIP. All projects will be examined to establish interrelationships, determine a sequence to minimize conflicts, and ensure the sequence is maintained throughout the implementation of the plan. Triggers for key improvements, such as aircraft apron expansion, additional aircraft storage hangars, etc. will be identified so that the sponsor will have the ability to respond to actual activity levels as they occur.

6.3 Financial Plan

As described in FAA planning guidance, this part of the master plan will identify the financial plan for the airport and describe how the sponsor will finance the projects recommended in the master plan, thereby demonstrating the financial feasibility of the program. Our purpose for the Financial Plan will be to develop an implementable financial strategy for completion of the Airport's development program and funding the day-to-day airport operations. It will provide a framework for the County to use as it proceeds with future development of the Airport. Included in the financial plan will be the identification of specific funding sources along with projections of revenues and expenses. The overall feasibility of the plan will be measured by Airport cash flow, and the capability of the Airport to meet its other financial requirements. The following are the major elements of the airport financial plan:

Data Collection

To adequately forecast financial performance, historical financial data will be collected and analyzed. In this regard, the two primary indicators of performance to be collected will include: 1) Review historical operating and maintenance expenses towards identifying trends. 2) Review historical operating revenues and determine trends for future projections.

The data collected for this effort will include items from the following list of sources:

- The latest five (5) years of airport expenses and revenues (2006 - 2011).
- The latest budget for the airport (2012 or 2013).
- A copy of all lease agreements.

- Any taxes collected by site, or payments- in-lieu-of-taxes (PILOTS). And/or, taxes paid by the airport.
- List of rates and charges for aircraft storage facilities including: terminal building, conventional hangars, T hangars, and tie-downs (paved and non-paved).
- List of all other rates and charges. For example: percent, or cents, charged per gallon of gas (jet or 100 LL); landing fee; consignment fees; special events, etc.
- Number of employees by type/function listed for both full and part time.
- List of businesses using the airport, e.g., air cargo, pilot training, corporate, medevac, etc.

Forecast of Revenues & Expenses

Budget projections over a twenty-year period will be provided based on known factors and analyses including, but not limited to: inflation, planned development expenses, personnel requirements, expected aircraft growth, leases, contracts, and the local match on grants. Net operating revenues will be shown for budget projections (no capital costs) along with total net revenue projections, which will include capital costs. These will provide the sponsor with realistic assessments of cash surpluses or requirements in future years if no recommended strategies are adopted.

Specific attention will be paid to both forecast revenues and expenses. In order to evaluate the impact of recommended changes from the airport master plan, it is imperative to understand the future financial position of the airport. Relevant revenue factors will be detailed, such as fuel sales, rents and leases, storage fees, services, grants, surcharges, landing fees, events, and municipal contributions. In addition, any changes in revenues or expenses created by the addition of new air cargo service or additional MRO activity will also be documented. Expenses to be detailed include operating, labor and maintenance costs, debt service, future costs associated with facility development based on Airport Capital Improvement Plans developed in this Master Plan. Cost will include the local share of FAA and State grants. Cost information will be based upon the most recent documentation available from the airport sponsor. Explanations of significant changes from historical trends will be documented. Tables, charts, and graphs will be provided for financial components where appropriate for ease of interpretation. These projections will mirror the timeframe of the aviation demand forecasts:

- Short Range: 2015 - 2020
- Intermediate Range: 2021 - 2025
- Long Range: 2026 - 2035

Financial Feasibility and Implementation of the Plan

Once the forecasts of revenues and expenses are completed, the financial feasibility of the recommended plan can be developed. This would involve a detailed review of the potential effect of the selected ACIP on projected revenues and expenses. If there are any operating surpluses generated at the airport, these can be used to fund portions of the local share of developed. If there are no surpluses, the financial plan will describe the funding sources/programs and develop projections for financing the ACIP. As a part of the feasibility analysis, the financial plan will evaluate current airport business operating practices and provide recommendations for improvements to sustain adequate operations.

This plan will include an examination of both aviation and non-aviation generated revenues. Potential on-airport generation of revenue from the development of property for industrial or aviation-related uses will be considered, as will the County's efforts to secure additional tenants for its large airport infrastructure.

Project Responsibilities: Consultant will be responsible for developing the financial plan and schedule for all three phases of the development program. Airport sponsor will be asked for input into the financial plan and proposed schedule for project implementation.

6.4 Land Use and Ground Access Plan

This task will include a review of existing and proposed land uses in the vicinity of the airport and recommend the most compatible use of land. Airport compatible land uses encompass those "those uses that can coexist with a nearby airport without either constraining the safe and efficient operation of the airport or exposing people living or working nearby to unacceptable levels of noise or hazards." As such Airport Land Use Compatibility Planning covers two areas:

1. Noise

The land use data will be overlaid with available noise contours for future conditions to DNL 65 dB. This task assumes that the development of an Integrated Noise Model (INM) is not required.

2. Safety/Hazards

- Obstructions/Approach protection
 - RPZ
 - FAR Part 77
 - Departure surfaces
 - TERPS/OEI
- Land uses that attract wildlife
- Visual obstructions – land uses that generate dust/smoke/sun glare/light emissions

- Land uses that attract concentrations of people – related to severity if an accident should occur

This plan can serve as a land development guide since it will contain specific recommendations that will be compatible with airport operations. The plan will identify necessary action needed by the airport to continue the safe and efficient operation of the airport. The findings of the analysis will be depicted and the Land Use and Ground Access Plan.

6.5 Obstruction Analysis

A comprehensive planning level airspace analysis will be conducted and will include the following elements, as applicable:

- AGIS
- Part 77
- Runway End Siting Surface (RESS)
- Approach and Departure Procedures
 - The United States Standard for Terminal Instrument Procedures (TERPS)
 - Navigation Aid Obstacle Clearance Surfaces (OCS)
 - One Engine Inoperative Procedures (OEI)
 - Visual Flight Rules (VFR)

Obstruction information will be provided from the Aeronautical Survey that will be done in conjunction with this project (see Schedule A-3). The results of the analysis will be depicted on the Airport Airspace Drawing and Inner Portion of the Approach Surface Drawing.

6.6 AIRPORT LAYOUT PLAN DRAWINGS

Title Sheet

The title sheet contains an index of all drawings by title and sheet number. It also contains the airport name, a location map, airport wind roses, and grant numbers.

Existing Airport Layout Drawing

The existing airport layout depicts the airport, with appropriate design standards, as it exists today. This plan will incorporate:

- recent on-airport developments
- recent off-airport development within the general terminal/landside area of the Airport and adjacent corporate park
- recent airport land transfers between the US Air Force, Oneida County and the Airport

Proposed Airport Layout Plan

The proposed airport layout plan will be developed in accordance with the FAA Eastern Region ALP checklist dated January 25, 2010. The checklist is attached hereto and made

a part hereof (see Schedule A-2). The proposed airport layout plan will depict the development plan for Griffiss International Airport in the three forecast periods and will identify proposed land transfers between the US Air Force, Oneida County and the Airport.

Terminal Area Plan

Improvements to the terminal area will be depicted on a separate large-scale graphic. This plan will include aircraft parking and maneuvering areas, terminal/administration building, hangars, support facilities, and airport access and service roads.

Airport Airspace Drawing

This plan will depict airport boundary lines, runway layout and runway protection zones, roadways, FAR Part 77 surfaces, and obstructions. Obstruction information will be provided from the Aeronautical Survey that will be done in conjunction with this project (see Schedule A-3).

Inner Portion of the Approach Surface Drawing

Large scale plan and profile views of inner portions of approaches for each runway end, usually limited to the RPZ areas, and including runway end siting surfaces, 40:1 departure surface, 62.5:1 one engine inoperative surface, and PAPI obstacle clearance surface, will be provided on the drawings. These plans and profiles will be accompanied by obstruction tables detailing an obstruction treatment program to eliminate any identified obstacles. Obstruction information will be provided from the Aeronautical Survey that will be done in conjunction with this project (see Schedule A-3).

Land Use and Ground Access Plan

Based on the findings of Task 6.4, a plan will be prepared at the same scale as the ALP that depicts existing and future airport boundaries, boundaries of local government, public facilities, and noise contours for future conditions to DNL 65 dB. The 2008 INM noise contours developed as part of the ALP Update will be used on this drawing.

The ground access portion of this plan will identify specific improvements necessary to the roadway system in the airport environs. The existing local highway network, in addition to recommended on-airport access improvements, will be depicted on the large-scale plan.

Airport Property Map

The airport property map (Exhibit A) will be drawn to the same scale as the airport layout plan and will include the following:

- A metes and bounds survey of the entire airport property is included as part of the scope of work for this project (see Schedule A-4).
- Existing and future airport features
- Drafting symbols and legend table to indicate the types of acquisitions involved with each tract or area
- Data table with a numbering system showing pertinent data applicable to property acquisitions

→ Airport property and easement boundary lines.

DELIVERABLE: The Draft Final Report, summarizing Tasks 1-6 and incorporating the ALP drawings, will be prepared. Five paper copies of the report and full size sets of the ALP drawings will be prepared for distribution to the Sponsor and FAA. An electronic file of the Draft Final Report in Adobe Acrobat format will be distributed to AC members for their review.

Comments received will be incorporated into the final report or a response will be prepared acknowledging receipt of the comments and why they were not addressed. Both hard and digital copies of the final master plan will be supplied to the Sponsor, the FAA and the NYSDOT.

Project Responsibilities: Consultant will be responsible for the preparation and distribution of all master plan reports and airport layout plan drawings. Airport sponsor will be asked to review and comment on the content of all reports and drawings.

END OF SCHEDULE A-1

Schedule A-2
Eastern Region
Airport Layout Plan Checklist

**Eastern Region
Airport Layout Plan Checklist**

This checklist is required for use by consultants, airport sponsors, and FAA Airports District Office (ADO)/Airport Field Office (AFO)/State Block Grant personnel to insure that all pertinent information is reflected on the Airport Layout Plan (ALP) set of drawings for airports seeking formal FAA/State Block grant approval of a new or updated ALP. This checklist is not required for minor pen and ink changes to an approved ALP. The checklist can be used for the small airports as well as for the larger, more complex ones and therefore every drawing or item in the checklist may not apply in all airport situations. Items that are always required are identified on the checklist. Other optional items that are required should be identified in the scope of work. In addition, all of the drawings may not be required. The ADO and state personnel with the sponsor will identify what drawings are required in the scope of work. This involves the ADO and state working closely with the airport sponsor and their consultant to evaluate and reach agreement on the use of the checklist in the ALP project during the drafting of the scope of work. The individual checklist items as well as the case-by-case drawings that apply to a given airport situation depend on the nature and complexity of the facility and the evaluation during the ALP workscope determination process. Sound planning and understanding of local needs and conditions should be taken into account during this process. If during or after this process, the airport sponsor or their consultant disagrees with the ADO regarding the applicability of any element of the checklist to a given ALP project, they should provide the rationale for any such disagreement to the ADO. The ADO shall determine whether or not the rationale is acceptable and make the appropriate determination. In summary, this checklist should be used as part of the ALP workscope development process, during the preparation of the ALP, and in the draft and final ALP reviews.

AIRPORT: Griffiss International Airport (RME) **LOCATION:** Rome, NY

SPONSOR: Oneida County, NY **DATE:** _____
Signature

CONSULTANT: C&S Engineers, Inc. **DATE:** _____
Signature

STATE: NYSDOT Aviation Bureau **DATE:** _____
Signature

FAA PROJECT MGR: Larry A'Hearn **DATE:** _____

THIS CHECKLIST WAS COMPLETED FOR (check all that have been completed):

- (X) ALP Workscope Purposes
- (X) ALP Preparation Purposes
- (X) ALP Review Purposes

For FAA use only	
REVISIONS	
Checklist Revision	Date



**Eastern Region
Airport Layout Plan Checklist**

Note: The following information provides specific instructions on its use in terms of completing the checklist. This checklist should be reviewed three separate times: first in the preparation of the scope of work, second during the sponsor's preparation of the drawing and finally during the ADO and state review.

Specific Instructions:

1. When used for **ALP Workscope preparation purposes**, An "X" mark should be put in the "Required in Scope" column for each checklist item to indicate that it is required on the ALP. Leaving the cell blank will indicate that the item is not required. Note that some items already have an "X". These are items that are not optional and will always be required on the specific drawing. The workscope should be prepared as a joint effort by the airport sponsor (and their consultant) and the ADO. Any item requiring explanations should be given as remarks.
2. When used for **ALP preparation purposes**, the preparer (airport sponsor and their consultant) should put an "X" mark in the "Sponsor Check" column for each item that is included on the ALP. Note these items should match up with the Xs in the "Required in Scope" column. If this is not the case the sponsor should provide additional information in the remarks section or upfront in the overall remarks section. The checklist completed by the preparer should (shall, if so stated in an agreed to ALP Workscope) be submitted to the ADO with the draft ALP drawings.
3. When used for **ALP review purposes**, the ADO and state reviewers will put an "X" mark in the "ADO/AFO/State Check" column to confirm that every item required in the work scope has been included on the drawings in a satisfactory manner. The ADO should submit the completed checklist to the preparer with the marked-up draft ALP drawings and/or ALP written comments.

References:

The ALP checklist below is based primarily on Appendix 7 of AC 150/5300-13, Airport Design, latest edition. Appendix 7 covers ALP components and preparation. The Airport Property Map (formerly Exhibit "A") component of the ALP checklist is based primarily on AC 150/5100-17 latest edition, Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects.

Use the space below for any detailed remarks.

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I DRAWINGS REQUIRED					
		Required In Scope X	Sponsor Check X	ADO/AFO/ State Check X	Remarks
	a. Narrative Report	X			
	b. Existing Airport Layout Drawing (Pages 4-8)	XX			
	c. Proposed Airport Layout Plan (Pages 4-8)	X			
	d. Airport Airspace Drawing (Pages 9-10)	X			
	e. Inner Portion of the Approach Surface Drawing. (Pages 11-12)	X			
	f. Terminal Area Drawing/GA Terminal Area. (Page 13)	XX			
	g. Land Use Plan Drawing including RPZ Control Plan (Page 14)	XX			
	h. Airport Property Map Drawing, (Formerly Exhibit "A"). (Page 15-16)	XX			
	i. Utility Plan Drawing				

Note: Normally, the Airport Layout Drawing and the Airport Airspace Drawing should be presented on separate sheets. The Property Map (formerly Exhibit "A"), if done as part of a new or updated ALP set of drawings, should also be depicted on a separate sheet (or sheets for large airports).

X

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B. COVER SHEET				
Purpose: Establishes and documents the Airport Layout Plan Set with general information and a key index legend.				
	Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	Remarks
1. Features and Facilities				
(a). Airport Name, City and State	X			
(b). FAA AIP Grant Number	X			
(c). State Grant Number	X			
(d). Location Map	X			
(e). Vicinity Map	X			
(f). Name of Sponsor	X			
(g) Preparer Of Set Information	X			
(h) Sheet Index	X			
(i) Date Prepared	X			
(j) Scanned FAA Approval Letter (Optional)				
(k) NRA Airspace Review Case Number				
2. Preparation Guidelines:				
(a). Sheet Size, recommended 22"x34"	X			
(b). Scale, Determined by size 1"=200' to 1"=600'	X			

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II. EXISTING AIRPORT LAYOUT DRAWING AND PROPOSED ALP					
<p>Purpose: The Existing Airport Layout drawing is an inventory of the airport and should show all existing facilities and airport design standards. The proposed Airport Layout Plan (ALP) represents the 20-year plan for the airport and should illustrate all existing facilities and airport design standards as well as proposed development, airport design standards and future land use. Any development at the airport must be shown on an approved ALP.</p>					
		Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	Remarks
1. Features and Facilities					
	(a). Layout of existing and ultimate facilities	X			
	(b). Wind rose and coverage analysis.*	X			
	(c). Standard airport and runway data tables.	X			
	(d). Standard Legend and building tables.	X			
	(e). Title and revision blocks.	X			
	(f). Sponsor approval block.	X			
	(g). List of approved modifications to FAA Airport Design Standards (with dates), including proposed and planned MOS (See Standard table)	XX			
	(h). List of non-std. Conditions/proposed disposition.	XX			
2. Preparation Guidelines:					
	(a). Sheet Size, recommended 22"x34".	XX			
	(b). Scale, Determined by size 1"=200' to 1"=600'				
	(1) Show Bar Scale.	X			
	(2) Metric conversion table				
	(c). North Point:	X			
	(1) True	X			
	(2) Magnetic and year of magnetic declination.	X			
	(3) North is to top left of drawing.	XX			
	(d). Wind Rose: Explain in Remarks for Data source if wind data not available for ALP wind rose. *	X			
	(1) Data source and time period covered (latest 10-yr period, using 36 point) Individual Combined coverage.	X			
	(2) Individual and combined coverage, see paragraph 203b of AC 150/5300-13, Airport Design for information on wind conditions.	X			
	(a). Runways with 10.5 knots crosswind	X			
	(b). Runways with 13 knots crosswind	XX			
	(c). Runways with 16 knots crosswind	XX			
	(d). Runways with 20 knots crosswind				
	(e). IFR Windrose.				
	(e). Airport Reference Point (ARP)				
	(1) Existing (nearest second NAD 83).	X			
	(2) Ultimate (nearest second NAD 83).	X			
	(3) Use crosshair to define the location	X			
	(f). Topographic Information - Ground contours at intervals of 2' to 10'. Show principal drainage features.	X			
	(g). Wetland and floodplain boundaries	XX			
	(h). Elevations:				
	(1). Runways - Indicate at existing and ultimate ends, displaced thresholds, touchdown zones, Intersections, high and low points - accuracy to the nearest 1/10 ft. If Obstruction Chart (OC) exists for the airport, should use elevations from OC.	X			
	(2). Structures on Airport - If no Terminal Area Plan Drawing - show top elevations on this sheet. Use table and numbering system.				



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* This item may be incorporated in the Title page of the ALP.

II. EXISTING AIRPORT LAYOUT DRAWING AND PROPOSED ALP (continued)					
		Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	Remarks
	(i). Runway				
	(1). Dimensions - Length and width.	X			
	(2). Runway Centerline	X			
	(3). Orientation:				
	(a). Show runway end numbers.	X			
	(b). True bearing nearest 1/10 degree	X			
	(4). Lighting				
	(a). Show threshold lights.	XX			
	(b). No runway edge lights on drawing.	XX			
	(5). Marking	XX			
	(6). Show staged lengths if new runway or if runway extension will be developed in stages.				
	(a). Show interim staged lengths on stage development sketches in ALP Report				
	(7). End Coordinates (all in NAD 83)**				
	(a). Show existing runway end coordinates (nearest 1/100 of a second, NAD 83. If OC exists for airports, coordinates should come from OC and should be rounded to the nearest 1/100 of a second. (See below for rounding rules)**	X			
	(b). For interim staged runway development show end coordinates. (nearest 1/100 of a second, NAD 83).**				
	(c). Displaced thresholds**	X			
	(d). Grid crosshairs in latitude and longitude	X			
	(8). Monuments - (Show location of all survey monuments and reference markers. Note how monuments are protected).	XX			
	(9). Declared Distances - Identify any stopways and/or clearways used in declared distance.	XX (If Applicable)			
	(10). Any displaced thresholds.	XX			
	(11). Any clearways.	XX			
	(12). Any stopways.	XX			
	(13). BRL	XX			
	(14). Separation dimensions from BRL (and any parallel runways.	XX			
	(15). Runway Visibility Zone				
	(j). Runway Object Free Area (OFA)	X			
	(k). Precision Object Free Area (POFA)				
	(l). Runway Safety Areas.	X			
	(m). Obstacle Free Zone (OFZ). - Specify "NO OFZ PENETRATIONS" when no object other than frangible NAVAIDS penetrates the OFZ. Otherwise show the object penetration and indicate how they will be eliminated. The OFZ may be depicted on the drawing with dimensions.	XX			

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** All Coordinates should be in NAD 83 and if an OC exists for the airport, any existing information should be taken from the OC. The coordinates should be rounded to the nearest 1/100 of a second. Rounding rules as follows: Above or at .005 rounds up, below .005 rounds down.

II. EXISTING AIRPORT LAYOUT DRAWING AND PROPOSED ALP (continued)					
	Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	Remarks	
(n). Threshold Details - Depict the threshold with coordinates - accuracy to nearest 1/100 of a second, elevation, displacement from runway end, and print "No Threshold Siting Surface Object Penetrations" or show object penetrations and indicate how they will be eliminated.	XX				
(o). RPZ details per paragraph 212, Table 2-4, and Fig. 2-3 of AC 150/5300-13, Airport Design.	X				
(1). Show size with dim. (existing & ultimate)	X				
(2). Existing and Proposed Airport Interest in RPZ (fee or easement, or non-airport).	X				
(3). If declared distance is used show approach and departure RPZs	X				
(p). Approach Surface Slope - Label approach surface slope with RPZ	X				
(q). Holding position and markings. Depict the holding position and marking distance from runway centerline, with dimension lines.	XX				
(r). Taxiway Details - Include the following:					
(1). Width.	X				
(2). Separation dimensions from parallel runways and taxiways.	X				
(3). Clearance dimensions to objects, including aircraft parking areas.	XX				
(4). Taxiway Safety areas	X				
(s). Apron details (existing/ultimate)***					
(1). Dimensions (width and length).					
(2). Aircraft parking arrangement.	XX				
(3). Taxiways.	XX				
(t). Navaids and vis aids (existing/ultimate).					
(1). Location and type.	X				
(u). Terminal area (existing/ultimate).					
(1). Show and identify all main structures. Identify by using facility table if no terminal area plan.	X				
(2). Hangar areas and related taxiways.	X				
(3). Auto parking and entrance road.	X				
(v). Wind cone/tee and segmented circle.	X				
(w). Any weather equipment (e.g., AWOS, ASOS, etc., including related critical areas).	X				
(x). Airport service roads.	X				
(y). Airport fencing.	X				
(z). Airport Data Table (See Standard Table 1)	X				
(1). Airport elevation (nearest 1/10 ft).	X				
(2). ARP lat./long., nearest second/NAD-83.	X				
(3). Mean daily max temperature.	X				
(4). Combined wind coverage VFR/IFR (%).	X				
(5). Airport magnetic variation and date.	X				



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	(6). ARC for design aircraft accommodated at the airport for approach purposes.	X			
	(7). NPIAS service level, GA, RL, P, etc.	X			

*** Not required if addressed in Terminal/GA Area Plan.

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II. EXISTING AIRPORT LAYOUT DRAWING AND PROPOSED ALP (continued)					
		Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	Remarks
	(8). State equivalent service role (local, community, regional, etc.)				
	(9). Taxiway lighting.	X			
	(10). Taxiway hold line	XX			
	(11). Airport and Terminal Navalds.	X			
	(12). Others (indicate in remarks).				
	(aa). Runway Data Table (See Standard Table 2)				
	(1). Latitude and longitude of each runway end (existing/ultimate.) NAD 83	X			
	(2). Approach visibility minimums (include existing/proposed, i.e.; V, 1 mile, 3/4 mile, 1/2 mile, CAT II/III.	XX			
	(3). FAR Part 77 Cat. and approach slope.	X			
	(4). Dimensions (width and length).	X			
	(5). Pavement type.	X			
	(6). Pavement design strength.	X			
	(7). Lighting.	X			
	(8). Marking.	X			
	(9). Percent gradient.	X			
	(10). Maximum grade within runway length.	X			
	(11). Line of sight requirements.	X			
	(12). Percent wind coverage.	X			
	(13). Visual approach aids (PAPI, REIL, etc.).	X			
	(14). Instrument approach aids (ILS, LOC, etc.).	X			
	(15). ARC for each runway				
	(16). Identify the critical aircraft. If more than one aircraft involved, then identify as follows:	XX			
	(a). Critical aircraft by wingspan.	XX			
	(b). Critical aircraft by approach speed.	XX			
	(c). Critical aircraft by weight.	XX			
	(17). Stage Length if critical aircraft over 60Klb				
	(18). RSA dimensions.	X			
	(19). OFA dimensions.	X			
	(20). OFZ. Specify "No OFZ object penetrations" if no object other than frangible Navalds penetrates the OFZ.	XX			
	(22). Runway elevations (nearest 0.01 ft.).				
	(a). Existing end.	X			
	(b). Ultimate end.	X			
	(c). Displaced threshold.	X			
	(d). Touchdown zone.	XX			
	(23) Displaced Threshold	XX			
	(24) Effective Runway Length)	XX			
	(bb). Declared Distance Table (See Standard Table 7)				
	(1). TORA.				
	(2). TODA.				
	(3). ASDA.				
	(4). LDA.				
	(5). LDA – Approach end RSA length				
	(6). LDA – Stop end RSA length				
	(7). ASDA – RSA Length				

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	(b). Date of Approval				
	(cc). Legend Table. (See Standard Table 4).	X			

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II. EXISTING AIRPORT LAYOUT DRAWING AND PROPOSED ALP (continued)					
II.		Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	Remarks
	(dd). Facilities Table, (See Standard Table 5) identify by number and description. Show top building elevation if no terminal area drawing.	XX			
	(ee). Location and vicinity maps*	X			
	(ff). Title and Revision Blocks.	X			
	(gg). Approval Block on ALP (FAA, Sponsor & State)	X			
	(hh). Modification of Standard Table (See Standard Table 3)	X			
	(ii). RSA Determination Table (See Standard Table 6)	XX			
	(jj). Standard FAA language (See Standard Table 11)	X			

* This item may be incorporated in the Title sheet of the ALP.

X

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III.	AIRSPACE DRAWING				
	Purpose: The airspace drawing illustrates all proposed Part 77 surfaces and identifies any penetrations to outer surfaces. Penetrations on the inner approach surface should be shown on the inner approach drawing. Proposed actions to mitigate obstructions should be provided.				
		Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	Remarks
	1. Part 77 Surfaces				
	(a). Plan view of all Part 77 surfaces based on proposed runway lengths.	X			
	(b). Profile views of proposed Part 77 approaches				
	(c). Obstruction Data Table, as appropriate	XX			
	2. Preparation Guidelines:				
	(a). Sheet Size, Same as ALP Drawing.	X			
	(b). Scale, recommended; 1" = 2000' for plan view 1" = 2000' (horizontal) and 1" = 100' (vertical) for approach profiles.	XX			
	(c). Title and Revision Blocks, format sees ALP Drawing.	X			
	(d). Plan view details.				
	(1). Use current USGS 71/2 minute Quad for base map when available (latitude/longitude grid tick on map). Show area under all applicable. Part 77 airport imaginary surfaces.	XX			
	(2). Show runway end numbers.	X			
	(3). 50-ft elevation contours on all sloping imaginary surfaces.	XX			
	(4). When horizontal and/or conical surfaces overlap the approach surface, show the most demanding surfaces with solid lines and others with dashed.				
	(5). Show objects, by numbers and top elevation of any that are obstructions. Note and refer to inner portion of approach surface drawing for details on any close-in approach obstruction.	XX			
	(6). For precision instrument approaches, show entire 50,000' approach surface, (may show outer approach on separate sheet)	XX			
	(7). Include a note specifying any height restriction zoning ordinances/statutes in the airport environs.				
	(8). Identify land uses in the FAR Part 77 area, especially those incompatible with normal airport operations. ****				
	(9). RPZ for proposed runway.	X			
	(10). Airport ultimate property lines and easements	X			
	(11). Existing hazardous beacons	XX			
	(e). Approach Profile Details				
	(1). Ground profile use highest terrain across length and width of the approach surfaces.	XX			

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***If USGS map is used, this item is not required.

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III.	AIRSPACE DRAWING (continued)				
		Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	Remarks
	(2). Show top elev., by number, all significant objects within the approach surface; e.g., roadway, towers, etc.	XX			
	(3). Show existing and ultimate runway ends and Part 77 approach slopes.	XX			
	(4). Show threshold and slope based on threshold siting requirements per Appendix 2 of AC 159/5300-13, Airport Design, if applicable.	XX			
	(f). Show profile of entire runway if space available on sheet. As minimum, show end elev. & high/low points (nearest 1/10 ft).	XX			
	(g). Obstruction Data Table (See Standard Table 8)				
	(1). List all obstructions shown in the plan and/or profile views.	X			
	(2). Identify obstructions by number in plan profile, description and amount of Part 77 surface penetrations and proposed disposition of the obstruction including no action.	X			
	(3). For any close-in obstructions in the approach areas, include note and refer to the obstruction tables on the inner portion of the approach surface drawing.	X			

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IV.	INNER PORTION OF THE APPROACH SURFACE DRAWING				
Purpose: The Inner Portion of the Approach Surface Drawing provides a detailed illustration of close in obstructions. It identifies all obstructions in the inner approach/primary transitional surface and a proposed action to mitigate them.					
		Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	REMARKS
1.	Features:				
	(a). Show each runway end, large scale plan view of the inner portion of the approach (existing/ultimate.). Limit to area where Part 77-approach surface reaches a maximum of 100-foot height above the runway end.	X			
	(b). Projected profile views of item a. above, for each runway end.	X			
	(c). Obstruction tables for the existing and ultimate inner portion of the approach area for each runway end.	X			
2.	Preparation Guidelines:				
	(a). Sheet Size, Same as ALP Drawing.	X			
	(b). Scale, recommend; horizontal 1" = 200', Vertical 1" = 20'	X			
	(c). Title and Revision Blocks- Same format as ALP Drawing.	X			
	(d). Plan View Details				
	(1). Use aerial photos for base maps when available.				
	(2). Use numbering system to identify obstruction.	X			
	(3). Depict property line when it is located within the area.	X			
	(4). Show elevations and clearances for roads, railroads, waterways, etc., at the approach surface edges and extended runway centerline. Number these points and key to profile view and obstruction table, as appropriate.	XX			
	(5). Depict ends of runways, stopways, clearways, safety areas, and object free areas (existing/ultimate).	X			
	(6). Show ground contours within the area.	X			
	(7). Show existing/ultimate approach and departure RPZ's.	X			
	(8). Indicate existing/ultimate Part 77 approach slopes.	X			
	(e). Profile View Details (Approaches & Entire Runway Length)				
	(1). Depict the ground along runway safety area and significant items such as fences, stream beds, roadways, etc., regardless of whether the items are obstructions	X			
	(2). Identify obstructions with number from plan.	X			
	(3). Depict cross- section of roads and railroads where they intersect outer edges of approach surface.				



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IV.	INNER PORTION OF THE APPROACH SURFACE DRAWING (continued)				
		Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	REMARKS
	(4). Show approach surface, threshold siting surface & PAPI surface	X			
	(f). Runway Centerline Profile				
	(1) Scale (vertical sufficient to show line-of-sight requirements.	X			
	(2) Elevations (stallons and elev. at runway ends and at all points of grade change)	X			
	(g). Obstruction Table (See Standard Table 8)				
	(1). Prepare separate table for each approach surface (existing /ultimate) and specify type and slope of the Part 77 approach surface.	X			
	(2). List obstructions. by number in plan for inner approach , primary and inner transitional surfaces. Include the amount of Part 77 surface penetration and proposed disposition of obstructions, also no action.	X			

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V. TERMINAL AREA DRAWING					
Purpose: The terminal drawing provides a small scale drawing of existing and proposed terminal area development and is used to identify taxilanes and aircraft parking layout. This drawing may not be required for small airports.					
		Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	REMARKS
1.	Features:				
	(a). Large scale plan view of the area (or areas) where the aprons, buildings, hangars, parking lots, etc., are located.	X			
2.	Preparation Guidelines:				
	(a). Sheet Size, Same as ALP Drawing.	X			
	(b). Scale, 1" = 50' to 1" = 100'	X			
	(c). Large-scale plan view of terminal area (or areas) showing details of aprons, buildings, hangars, parking lots, etc. (Existing/Ultimate).	X			
	(d). BRL	X			
	(e). Depict separation between objects and taxiways, taxilanes, and tiedowns.	X			
	(f). Title and Revision Blocks, Same as ALP Drawing.	X			
	(g). Facilities Data Table (See Standard Table 5)				
	(1). Structure identification number (Identify structures on plan view with numbers instead of words.)	X			
	(2). Top elevation on structures.	X			
	(3). Obstruction marking (Existing/Ultimate)				
	(h). Legend, Include symbol for planned removal, abandonment, etc.	X			

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VI	LAND USE DRAWING				
	Purpose: The land use plan drawing depicts existing and recommended use of all land within the ultimate airport property line (on airport) and in the vicinity of the airport (off airport). It provides a plan for aviation/non aviation related use areas on the airport, for guidance on compatible land uses in close proximity to runways, for line of sight between runway ends and within runway visibility zones, for guidance to local authorities for establishing appropriate zoning in the vicinity of the airport and a RPZ control plan.				
	Required in Scope X	Sponsor Check X	ADO/AFO/ State Check X	Remarks	
1.	Preparation Guidelines:				
	(a). Sheet Size, Same as ALP Drawing. X				
	(b). Scale, Same as ALP Drawing. X				
	(c). Title and Revision Blocks, Same as ALP Drawing X				
	(d). Base Map, Use aerial photos when available.				
	(e). Legend, Use std. drafting symbols to show various parcels and/or areas on and off the airport (existing /ultimate). Show uses by general category. X				
	(f). Public Facilities				
	(1). Depict the location of all public facilities (e.g., schools, hospitals, prisons, parks, etc.) in the vicinity of the airport (If Applicable). XX				
	(2). Show current noise contours, if available (date of data used). XX				
	(g). Drawing Details				
	(1). Normally limited to existing and ultimate features (i.e., runways, taxiways, RPZ's, terminal buildings and Nav aids, etc.) X				
	(2). Show details to determine aeronautical areas versus non-aeronautical areas.				
	(3) RPZ Control Plan (See Standard Table 10) X				
	(4) Land Use (existing and proposed) X				
	(5) Zoning (existing and proposed) X				
	(6) Airport Property Line (existing and proposed) X				
	(7) Proposed property acquisition XX				
	(h). Note regarding any existing airport zoning districts/regulations XX				

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VII.	AIRPORT PROPERTY MAP (Formerly Exhibit "A")				
	<p>Purpose: The primary intent of the airport property map (formerly Exhibit "A") drawing, is to identify all land which is designated airport property and to provide an inventory of all parcels which make up the airport. It is a document that must be on file in the ADO as part of the development project process. If it is not on file, or needs updating, this drawing can be prepared as part of the ALP set of drawings. As a minimum, the Property Map (formerly Exhibit "A") must show the current airport research, available mapping/surveys, and field verification, as required. Physical survey of boundaries is generally not required. In those instances where field survey may be considered necessary, the property line and runway should be tied to the State grid system. Standards for precision and accuracy would be part of this review</p>				
		Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	REMARKS
	1. Preparation Guidelines:				
	(a). Sheet Size, Same as ALP drawing.	X			
	(b). Scale, Same as ALP drawing Show bar scale.	X			
	(c). Title and Revision Blocks, See ALP Drawing. Clearly label as Airport Property Map (formerly Exhibit "A")	X			
	(d). Legend, Use standard drafting symbols and legend table to indicate the type of acquisition involved with each tract or area. (See Standard Table 3)	X			
	2. Specific Property Map required items:				
	(a). Identify existing and proposed airport property line.	X			
	(b). Each parcel making up the entire airport must be shown and numbered. In addition, parcels, which were once airport property, must also be shown.	X			
	(c). Both fee and easement interest must be shown and separately designated.	X			
	(d). Delineate runways, taxiways, RPZ's, TSA's, RSA's, OFA's, BRL's, Terminal Buildings, and Nav aids for proposed development.	X			
	(e). Magnetic and true north arrows.	X			
	3. Existing Property Table (See Standard Tables 9)				
	(a). Show an inventory of all parcels by tax parcel number, type of interest, acreage, date of acquisition, purpose of acquisition and AIP or PFC grant or application number.	X			
	(b). The purpose of acquisition if acquired under a Federal grant (approach protection., aeronautical, noise compatibility, current or future development.) based on the grant description must be indicated, plus any special conditions.	XX			
	4. Proposed Acquisition Table (See Standard Tables 9)				
	(a). Show all proposed land acquisition including owner acreage and purpose.	XX			
	5. Proposed Easement Acquisition Table (See Standard Tables 9)				
	(a). Show all proposed easement acquisition including owner, acreage and type of easement.	XX			

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VII.	AIRPORT PROPERTY MAP (Formerly Exhibit "A") (continued)				REMARKS
		Required in Scope X	Sponsor Check X	ADO/AFO /State Check X	
	6. The Property Map must be dated and amended whenever there is a change to any airport property.	X			
	7. Metes and Bounds for proposed Airport Property Line (If Available).	XX			
	8. Points of reference for tracing parcels from a deed description by scaling should be shown. As new parcels are acquired, the property map should add their associated bearings and lengths to enable quick confirmation of the parcel's location.				
	9. Fencing, if it does not obscure airport boundary lines.	XX			



**Schedule A-3
Scope of Services
Aeronautical Survey**



Geospatial Solutions

45180 Business Court, Suite 800
Dulles, VA 20166-6706
P: 703-471-4510
F: 703-471-6810
www.aerometric.com

March 12, 2012

Aileen Maguire Meyer, PE, AICP
Manager, Planning Department
C&S Companies
150 State Street - Suite 120
Rochester, NY 14614

Project: 29510 | Aeronautical Obstruction Survey – Griffiss International Airport

Dear Ms. Meyer,

We appreciate the opportunity to work with C&S Companies again. AeroMetric has completed over 250 airport projects of this type. We are thoroughly experienced in this type of work and have every confidence that we will provide you with the best product available. We will continue to work closely with C&S to ensure complete adherence to FAA requirements.

This summary of work describes our understanding of the scope of work and services required for the airport and aeronautical data collection supporting the development of an Airport Layout Plan (ALP) and GPS-LPV Approaches to runway 15/33 at the Griffiss International Airport (RME) located in Rome, NY. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5300-16A "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey."
- AC 150/5300-17C "General Guidance and Specifications for Aeronautical Surveys: Airport Imagery Acquisition and Submission to the National Geodetic Survey."
- AC 150/5300-18B "General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards."

Summary of Work

We understand that the purpose of this project is to accomplish FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with vertical guidance. This is inclusive of 2.7.1.1.1 through 2.7.1.1.7. In addition, we will provide FAR Part 77 Surfaces obstruction data. The excel spreadsheet provided by your office identifies the applicable dimensions and slopes for FAR Part 77 Surfaces.

X



For this project, we will acquire new vertical stereo aerial photography (leaf-on) at a nominal scale of 1"=600' for the airport property and 1"=1,333' for the remaining obstruction surface areas. The aerial photography will cover all of the VG Airspace Analysis surfaces using natural color film during leaf-on conditions.

From the 1"=600' aerial photography, we will produce the following:

- Airport property 100 scale planimetric mapping
- Two foot contours of the EXISTING airport property totaling 2,160 acres.
- Identification and mapping of obstruction obstacles for all of the VGRPS, VGPCS & VGPS surface.

From the 1"=1,333' aerial photography, we will produce the following:

- Limited landmark feature planimetric mapping outside of the airport area
- Color digital orthophotos with a 1 foot pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces not covered by the 1"=600' scale photography

A new boundary survey, provided in a supported format by Shumaker Consulting Engineering, will be incorporated into our mapping and plan documentation prior to upload to the aGIS website.

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for planimetric feature collection, two foot contours, twelve inch orthophoto production. In addition, we insure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area is shown on the attached exhibit. The project area encompasses all of Griffiss International Airport inclusive of the 31,300 acre VGA obstruction surfaces.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the georeferencing of the aerial imagery. AeroMetric will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2007 (NAD 83(NSRS2007)), in the New York State Plane Coordinate System, Central Zone, in US survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

AeroMetric will complete all of the remaining on-site ground control surveys, including:

- The airport geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16A
- Obtaining all necessary ground control photo identifiable control check points required to validate the ABGPS control.
- Control of all the airport runway end positions
- Collection of vertical profiles for all runways



- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- Control for any obstruction obstacles or airport planimetric features that cannot be collected by photogrammetric methods
- Complete map checks for feature attribute data and update the final map file attribution
- Determination of Runway length, touchdown zone elevation, intersection points of specifically prepared hard surfaces, and Runway true azimuth all per FAA AC-18B, Table 2-1 "Survey Requirements Matrix for Airport Obstruction Charts".
- Preparation of a survey and quality control plan, imagery plan, and final project report as required for submission to the FAA AGIS online database.
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix for Airport Obstruction Charts".

Orthophoto Mapping

We will use the control solution and scans of the aerial negatives to generate a Digital Elevation Model (DEM) for the entire VG surfaces. The aerial scans will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and be delivered in a GeoTIFF file format via external hard drives.

VGA Obstruction Surveys

For the VGA Obstructions Surfaces our production personnel will satisfy the following requirements of the AC 150/5300-18B:

- 2.7.1.2 Analysis of Runway 15/33 with Vertically Guided Operations
- (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meets the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction deliveries will include the off-airport landmark planimetric mapping and the airport planimetric mapping and attribution data.

The final data will be delivered in a format to work with ESRI shape files. Feature attributes will be built into a spreadsheet (with key object identifiers). Delivery formats can be discussed and adjusted between C&S Companies and AeroMetric as the project continues to develop.

PACS & SACS Upload to aGIS Website

AeroMetric will coordinate with the airport sponsor and C&S to create a separate website for the new PACS and SACS at the airport. AeroMetric and C&S will work together to develop the Statement of Work to be used by Shumaker Consulting Engineering in establishing the new PACS & SACS. We will upload this document to the aGIS website for approval and provide it to Shumaker. AeroMetric will also be responsible for uploading all reports and data created by Shumaker for this task.



Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

Deliverables

AeroMetric will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

Other than the 17C delivery, we will deliver the following items to C&S Companies:

- Digital limited landmark detail in Microstation format
- Digital two foot contours in Microstation format
- Color digital orthophotos with a 1.0' pixel resolution
- Color digital orthophoto mosaicked into one file of the entire mapping area
- Obstruction survey data (that covers VGA surfaces) in Microstation format
- Attribute in defined format (to be coordinated with client prior to delivery)
- FGDC compliant metadata
- Survey control report

All digital files will be delivered on external hard drive or CD/DVD.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost of U.S. \$ 73,650.00

Additional fee to include the Part 77 surfaces is U.S. \$21,000.00

Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by C&S Companies. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by AeroMetric.

AeroMetric Representative

Charles Foster, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.



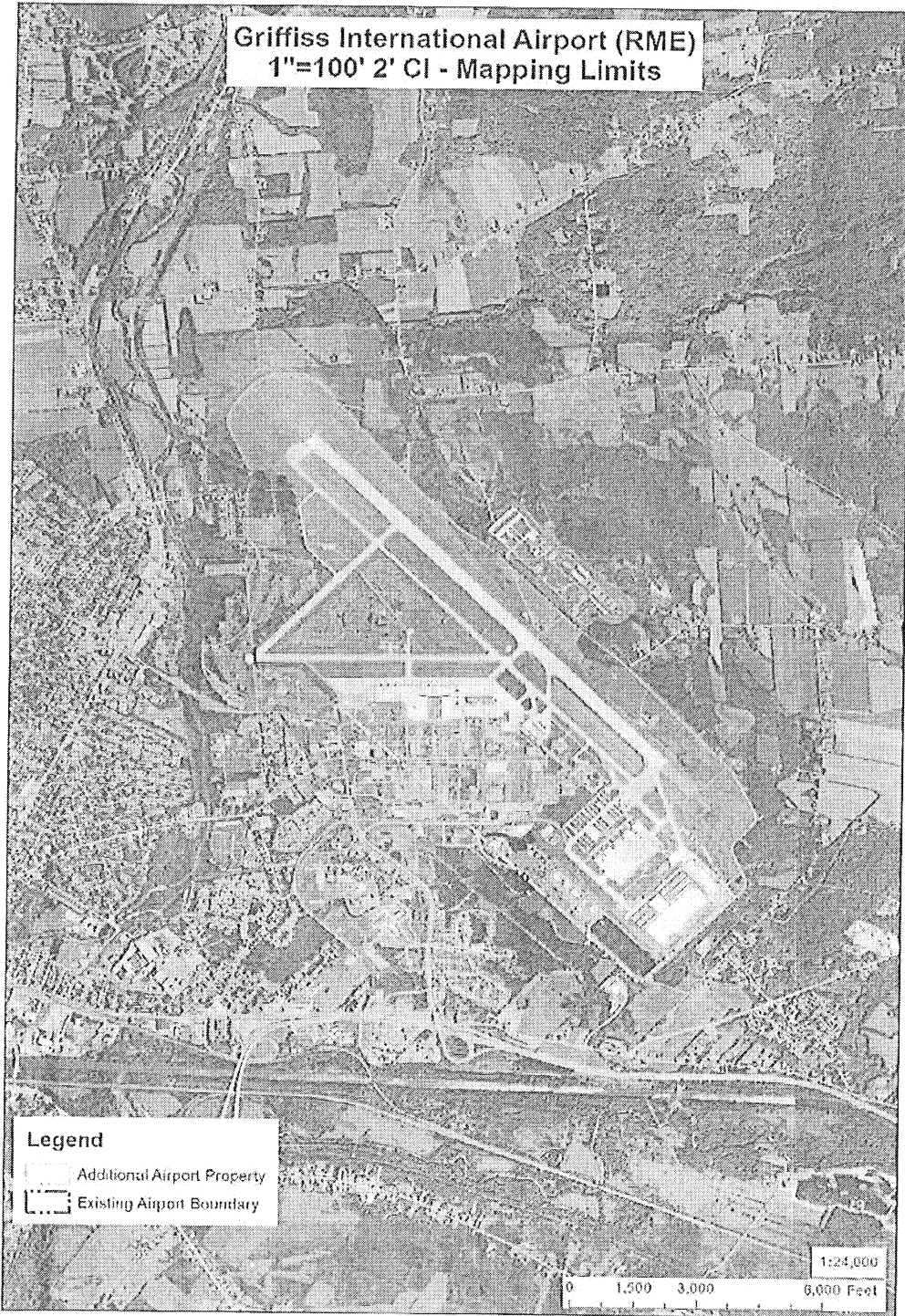
29510 – Griffiss International Airport
C&S Companies

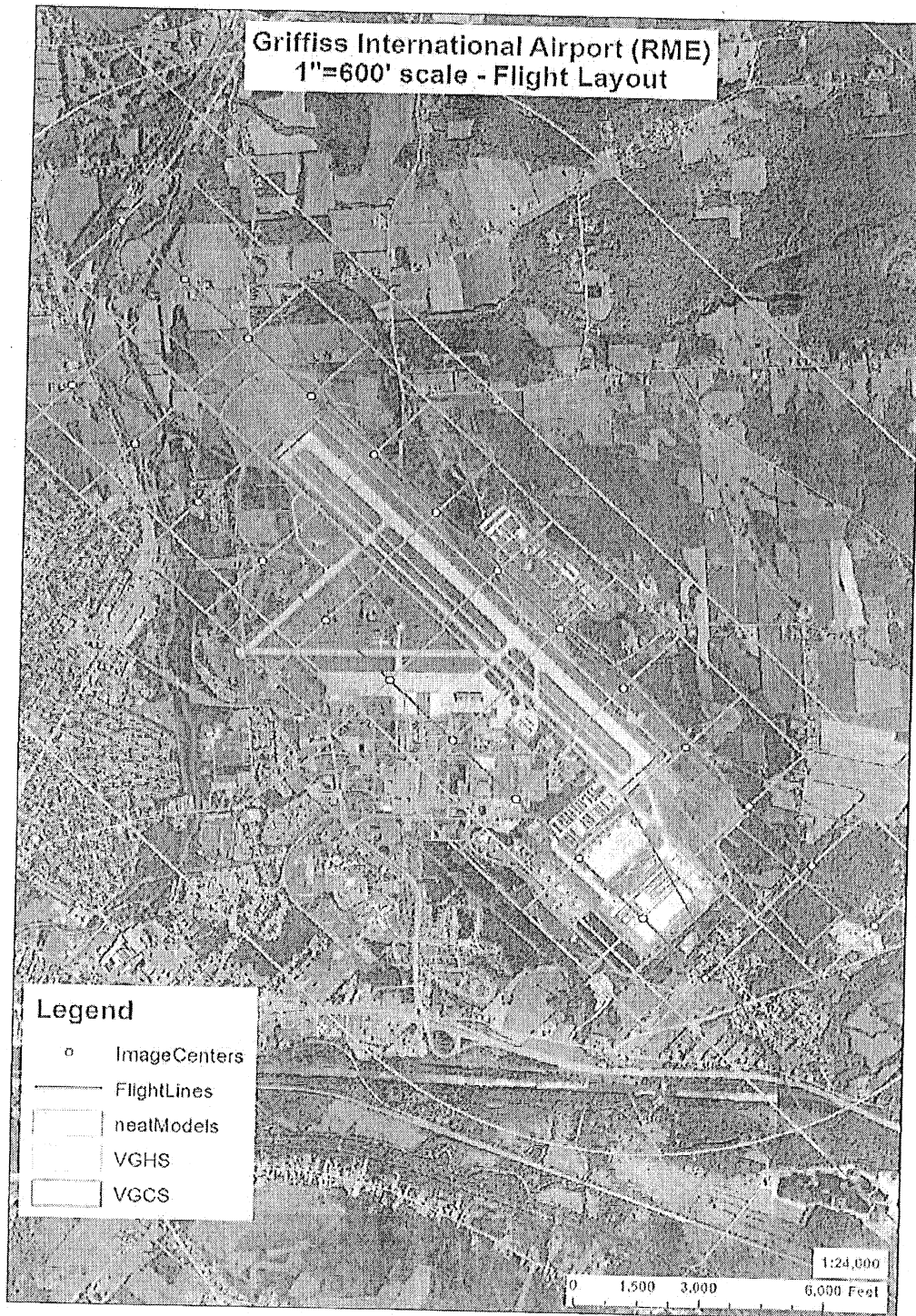


We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call our office at 800-272-6299 or email me at the address shown below.

Sincerely,
Aero-Metric, Inc.

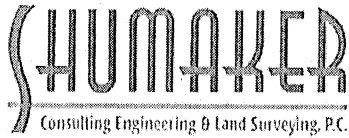
Charles Foster, PLS
Account Manager
cfoster@aerometric.com





X

Schedule A-4
Scope of Services
Boundary Survey



March 5, 2012

Mr. Steven Babcock
Senior Project Engineer
C&S Engineers, Inc.
499 Col Eileen Collins Blvd.
Syracuse, NY 13212

Re: Land Surveying Services
Griffiss International Airport (RME)
City of Rome, Oneida County, New York

Dear Mr. Babcock:

Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) is pleased to submit this proposal to conduct land surveying services in support of the referenced project.

I. PROJECT UNDERSTANDING

C&S Engineers, Inc. (C&S) has been commissioned to update the Airport Layout Plan (ALP) at Griffiss International Airport located in the City of Rome, Oneida County, New York. Land surveying services will be required in support of this effort.

The requested land surveying services involve establishing Primary Airport Geodetic Control Stations (PACS) and Secondary Airport Control Stations (SACS) and conducting an airport boundary survey in accordance with Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5300-16A and 150/5300-18B. The scope of services presented below, along with Exhibit 'A' – C&S Request for Proposal, is our understanding of the items of work being requested.

Aero-Metric, Inc. will prepare the Statement of Work (SOW). In accordance with 150/5300-18B, Section 1.2.1 a SOW in the contract agreement for each airport should detail the specific survey information for the individual airport. The SOW contains information that is also required in subsequent submittals to the FAA prior to initiating field survey activities. SCE will provide information pertaining to the establishment of PACS/SACS and boundary survey required for the preparation of the SOW.

SCE shall coordinate each survey plan submittal with Aero-Metric, Inc. It is understood that Aero-Metric, Inc. will establish the AGIS accounts for both the aeronautical and boundary survey as well as a second account for PACS/SACS submittals. SCE shall submit their deliverables to Aero-Metric, Inc. for AGIS uploading.

BINGHAMTON, NY
143 Court Street
Binghamton, NY 13901
607-798-8081 • Fax 798-8186

UTICA, NY
430 Court Street, Suite 101
Utica, NY 13502
315-724-0100 • Fax 724-3715

ALBANY, NY
1510 Central Avenue, Suite 330
Albany, NY 12205
518-452-5730 • Fax 452-9230

MONTROSE, PA
78 Public Avenue
Montrose, PA 18801
570-432-0024 • Fax 432-0024

shumaker@shumakerengineering.com

www.shumakerengineering.com

WBE Certified



II. SCOPE OF SERVICES

Land Survey

A. Establishing PACS/SACS

1. Reconnaissance

As required by FAA AC 150/5300-16A, a review of the existing National Geodetic Control (NGS) database to determine locations of existing NGS survey control within the vicinity of Griffiss International Airport (RME) will be performed. Mark recovery of existing NGS monuments will be performed to determine if any existing monumentation is suitable for a PACS or SACS. If no existing monuments are found, or existing marks are not suitable, potential PACS and SACS locations will be determined.

2. Geodetic Control Plan

A FAA Geodetic Control Plan will be prepared per FAA AC 150/5300-16A. The Geodetic Control Plan will be submitted to FAA and NGS through Aero-Metric, Inc. for approval prior to establishment of new monuments.

3. Monumentation

Three new monuments will be established for this project. One (1) PACS and two (2) SACS will be established.

PACS will consist of a Berntsen Top Security Sleeve Monument installed in accordance with AC 150/5300-16A, Section 8.6.3. The stainless steel rod mark will be driven until refusal or a driving rate of 60 seconds per foot is achieved. For estimating purposes, SCE will assume that refusal will be achieved at approximately 40 feet.

SACS will be installed in accordance with AC 150/5300-16A, Section 8.6.4. The monuments will be NGS Horizontal Control (3") brass disk, set in a 48" deep poured in place concrete column.

4. GPS Observations and Processing

Field survey and post processing of survey data will be performed to establish horizontal and vertical coordinate values on the PACS and SACS in accordance with FAA AC 150/5300-16A.

Horizontal coordinate values will be based on New York State Plane Coordinate System Central Zone, North American Datum of 1983 (NAD 83). Vertical coordinate (elevations) values will be referenced to North American Vertical Datum of 1988 (NAVD 88).

FAA and NGS guidelines will be followed during GPS observations. The required recovery sheets, photos, and GPS logs will be included with the final report.

Quality Control checks and review of field data collection files will be performed for quality assurance.

B. Existing Parcel Boundary Survey

1. Survey and Quality Control Plan

A FAA Survey and Quality Control Plan (SQCP) for conducting a boundary survey will be prepared. In accordance with 150/5300-18B, Section 2.6.1 prior to beginning any fieldwork a SQCP must be submitted to the airport sponsor/proponent, the local FAA airports office, and FAA Airport Surveying-GIS Program Manager. SCE shall submit SQCP deliverables to Aero-Metric, Inc. for AGIS upload. The SOW referenced in Item I above will be used in the preparation of the SQCP.

2. Boundary Survey

SCE will conduct and review research, field surveys, boundary determination, and mapping to place property lines associated with Oneida County Tax Parcel numbers- 243.00-1-1.1, A4; 243.00-1-1.1, A5; 243.00-1-1.1, A2; 224.00-1-5, A1A; 225.00-2-11, A6; 224.00-1-4.1; 224.00-1-9, A3; 243.00-1-1.3; 243.00-1-1.37; and 243.00-1-1.39. The Oneida County Tax Parcel numbers listed include the overall boundary limits of the airport and include recent conveyances along the Selfridge Street area. The boundary survey will be conducted in accordance with AC 150/5300-18B, Section 2.14 Boundary Surveying/Land Use Guidelines. Easements identified in an abstract report and discovered during research will be placed within the mapping deliverables as well.

SCE shall conduct research, analysis, calculations, and interpretations of deeds, municipal plans, roadway plans, and other record documents to determine the bounds of the subject parcels of property. Any discrepancies found in the field survey from existing deeds and maps of record shall be verified and justified to the owner. Easements of record discovered during boundary research will be addressed within the project deliverables. An abstract search will be procured and made available prior to the commencement of survey activities for the purpose of identifying, inventorying, and mapping easements.

Field surveys will be performed consisting of global positioning system (GPS) observations, closed traverses, and side shots to locate buildings, roads, streams, and other pertinent topographical features affecting the boundary and property rights within 10 feet of the property line. Pertinent features shall be included as part of the finalized survey map. Property and existing easement lines will be placed and annotated within the digital mapping files.

The survey boundaries will be drawn to a convenient scale with that scale clearly indicated. A graphic scale, shown in feet and meters, will be included. The symbols and abbreviations used on the survey will be identified by the use of a legend. All diagrams will be accurately presented. Recent aerial mapping of the airport property will be used to augment and supplement planimetric features presented in the boundary mapping to be prepared.

The survey map will show the identifying titles of recorded/filed maps and deeds with their appropriate recording data, filing dates, and map numbers. If the deed

descriptions differ from the measured bearings/angles/distances, both will be indicated on the survey. The survey map will show the section, block, and lot/tax map/section numbers/letters of the surveyed premises. A boundary description will be prepared and provided as an additional document.

The survey map will show the location of buildings, monuments, overlaps, and encroachments along the surveyed property boundary with their locations defined by measurement perpendicular to the nearest perimeter boundaries. The survey map will also depict all observable evidence of easements and/or servitudes with their recording information (such as those created by roads; right-of-way; water courses; drains; telephone, telegraph, or electric lines; water, sewer, gas, cable lines; or oil or gas pipelines) on or across the surveyed property and on adjoining properties if they appear to affect the surveyed property. The survey will note any "blanket floating" or otherwise undefined or unlocated easements. The survey map will depict the location of visible improvements within twenty feet of each side of boundary lines.

All ponds, lakes, springs, rivers, or a natural water boundary bordering on or running through the surveyed property will be depicted in the survey. The location of the natural water boundary will be measured and noted on the survey with the date of the measurements.

No topographic, detailed elevation establishment or digital terrain model will be performed.

Deliverables shall include hard copy plots of prepared boundary mapping and digital CADD files in MicroStation file format. Boundary linework, symbology, and annotation information will be supplied to Aero-Metric, Inc. for upload to AGIS.

C. Parcel(s) Abstracts

SCE shall obtain updates to existing abstract of titles of 10 parcels of property encompassing the existing airport property. It is assumed, for estimating purposes, that Oneida County will provide existing abstracts of title which were completed in support of the conveyance of property initiated in 2004. This shall include the following Oneida County Tax Parcel numbers- 243.00-1-1.1, A4; 243.00-1-1.1, A5; 243.00-1-1.1, A2; 224.00-1-5, A1A; 225.00-2-11, A6; 224.00-1-4.1; 224.00-1-9, A3; 243.00-1-1.3; 243.00-1-1.37; and 243.00-1-1.39.

SCE shall solicit bids from multiple abstract providers; collect and tabulate bids; and obtain concurrence form C&S and Oneida County for selecting and obtaining an abstract provider.

D. Boundary Monumentation

Upon completion of boundary determination and the resolution of property line discrepancies and conflicts, SCE shall set boundary corner monuments. SCE will submit a boundary monument recommendation to Oneida County for review approval prior to stakeout. It has been assumed that 10 thirty-inch, capped rebars will be placed at angle points along existing airport boundary. This assumption is based on Oneida County input and direction. Additional boundary monumentation will require a supplemental agreement.

SCE shall conduct the field survey to identify the monument location, place the specified monument, and collect position data for Quality Control purposes.

III. COMPENSATION FOR SURVEYING SERVICES AND METHOD OF PAYMENT

The compensation for the Scope of Services outlined in Section II. A, B, C, and D of this proposal will be as follows and will remain in effect through October 31, 2012.

Section II.A Establishing PACS/SACS	\$15,500.00
Section II.B Existing Parcel Boundary Survey	\$50,275.00
Section II.C Parcel(s) Abstract Updates	\$ 3,600.00
Section II.D Monumentation	\$ 2,100.00

Prevailing wage rates have been used, as required by New York State Department of Labor regulations, in preparing this proposal.

Additional services, beyond the above Scope of Services, will be considered extra work and will necessitate additional compensation. Upon completion of services and submittal of project documents and deliverables final payment will be due.

IV. STANDARD TERMS AND CONDITIONS

Please refer to the attached Standard Terms and Conditions.

V. TIME OF COMPLETION

The Scope of Services, as described in Section II of this proposal, will be conducted within a mutually accepted time period. SCE anticipates commencement of field survey within two (2) weeks of a notice to proceed. SCE will also maintain regular communications in regard to any important findings which may impact the scheduled completion of this project.

If this proposal is acceptable, please sign both copies provided and return one (1) to my attention.

Thank you for the opportunity to submit this proposal. If you have any questions or need additional information, please contact us at (607) 798-8081. We look forward to working with C&S Engineers, Inc. on this important project.

Very truly yours,

**SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, P.C.**



Ammon A. Bush, L.S.
Vice President

AAB/jmp

Enclosures

ACCEPTED AND APPROVED

Signature

Name (Printed)

Title

Date



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B"
PLANNING PHASE**

PROJECT NAME: AIRPORT MASTER PLAN
PROJ DESCRIPTION

DATE: 01-Mar-12
A/E: C & S ENGINEERS, INC.
PROJECT NO: 146104001
C&S CONTACT: REN

CLIENT: ONEIDA COUNTY
CLIENT MANAGER:

I. DIRECT SALARY COSTS:

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	=	COST
A.	SERVICE GROUP MANAGER	\$74.30	\$67.70	X	32	=	\$2,166.40
B.	DEPARTMENT MANAGER	\$61.20	\$56.80	X	28	=	\$1,580.40
C.	MANAGING ENGINEER	\$53.20	\$49.10	X	56	=	\$2,749.60
D.	CHIEF/PRINCIPAL ENGINEER	\$59.80	\$57.10	X	0	=	\$0.00
E.	SENIOR PROJECT ENGINEER	\$44.30	\$42.30	X	92	=	\$3,891.60
F.	PROJECT ENGINEER	\$41.60	\$37.10	X	0	=	\$0.00
G.	ENGINEER	\$41.50	\$32.20	X	0	=	\$0.00
H.	STAFF ENGINEER	\$32.80	\$28.40	X	0	=	\$0.00
I.	SENIOR DESIGNER	\$37.90	\$31.90	X	440	=	\$14,036.00
J.	DESIGNER	\$31.20	\$26.30	X	80	=	\$2,104.00
K.	CADD OPERATOR	\$26.60	\$22.70	X	0	=	\$0.00
L.	ADMINISTRATIVE ASSISTANT	\$24.50	\$21.60	X	90	=	\$1,944.00
M.	GRANTS ADMINISTRATOR	\$38.00	\$36.10	X	29	=	\$1,046.90
N.	MANAGER AIRPORT PLANNING	\$57.00	\$54.30	X	408	=	\$22,154.40
O.	SENIOR PLANNER	\$54.60	\$47.20	X	476	=	\$22,467.20
P.	PLANNER	\$32.80	\$31.20	X	396	=	\$12,355.20
Q.	STAFF PLANNER	\$32.80	\$28.40	X	0	=	\$0.00
R.	SENIOR/MANAGING ARCHITECT	\$52.40	\$49.20	X	0	=	\$0.00
S.	PROJECT ARCHITECT	\$41.50	\$39.50	X	0	=	\$0.00
T.	MANAGING GEOLOGIST (SOILS ENG)	\$56.80	\$54.10	X	0	=	\$0.00
U.	GEOLOGIST	\$27.40	\$26.00	X	8	=	\$208.00
V.	ENVIRONMENTAL SCIENTIST	\$34.70	\$33.10	X	216	=	\$7,149.60
W.	SENIOR CONSTRUCTION SUPERVISOR	\$65.90	\$62.80	X	0	=	\$0.00
X.	CONSTRUCTION SUPERVISOR	\$47.60	\$45.30	X	0	=	\$0.00
Y.	RESIDENT ENGINEER	\$49.20	\$41.40	X	0	=	\$0.00
Z.	CHIEF INSPECTOR	\$37.10	\$35.40	X	0	=	\$0.00
AA.	SENIOR INSPECTOR	\$32.80	\$29.30	X	0	=	\$0.00
BB.	INSPECTOR	\$31.20	\$28.20	X	0	=	\$0.00
CC.	JUNIOR INSPECTOR	\$21.80	\$20.80	X	0	=	\$0.00
DD.	SENIOR TECHNICAL ADMINISTRATOR	\$33.60	\$31.90	X	0	=	\$0.00
EE.	PARTY CHIEF	\$56.10	\$53.70	X	0	=	\$0.00
FF.	SURVEYOR I	\$52.80	\$50.40	X	0	=	\$0.00
GG.	SURVEYOR II	\$52.80	\$50.40	X	0	=	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$93,863.30

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE)

	OF DIRECT SALARY COST):		166.00%		\$155,813.08
III. SUBTOTAL OF ITEMS I & II:					
					\$249,676.38
IV. ESTIMATE OF DIRECT EXPENSES:					
A.	TRAVEL, BY AUTO:				
		26 TRIPS @	96.4 MILES/TRIP @	\$0.555 =	\$1,391.05
		6 TRIPS @	258 MILES/TRIP @	\$0.555 =	\$859.14
		6 TRIPS @	382 MILES/TRIP @	\$0.555 =	\$1,272.06
C.	PER DIEM:				
D.	LEGAL STENOGRAPHER:	0 DAYS @	1 PERSONS @	\$123.00 =	\$0.00
E.	MISCELLANEOUS:			=	\$0.00
				=	\$2,000.00
TOTAL ESTIMATE OF DIRECT EXPENSES:					\$5,522.25
V. FIXED FEE (PROFIT, LUMP SUM):					
A.	LABOR PLUS OVERHEAD:		15%	(OF III.)	\$37,451.46
B.	DIRECT EXPENSES:		15%	(OF IV.)	\$828.34
TOTAL FIXED FEE:					\$38,279.79
VI. SUBCONTRACTS:					
A.	FORECASTS / FINANCIAL PLAN				\$60,425.00
B.	BOUNDARY SURVEY				\$71,475.00
C.	AERNAUTICAL SURVEY				\$94,850.00
VII. TOTALS:					
A.	ESTIMATE OF MAXIMUM TOTAL COST FOR PLANNING SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:				\$520,028.42



SCHEDULE "C"

C&S ENGINEERS, INC
AGREED OVERHEAD
FYE 12/31/10

	ALLOWABLE COST	% OF DIRECT LABOR
SALARY OVERHEAD (PAYROLL BURDEN)		
Vacation & Holiday	2,000,000.00	15%
Sick & Personal	306,000.00	2%
FICA Taxes	1,700,000.00	12%
U. E. Taxes	235,000.00	2%
WC Insurance	130,000.00	1%
Group Insurance	1,500,000.00	11%
Bonus	1,600,000.00	12%
Employee Benefits	700,000.00	5%
Payroll Preparation	45,000.00	0%
TOTAL SALARY OVERHEAD	8,216,000.00	60%
GENERAL & ADMINISTRATIVE OVERHEAD		
Indirect Labor	2,700,000.00	20%
Clerical & Administrative	2,200,000.00	16%
Project Development	2,600,000.00	19%
Training & Recruitment	300,000.00	2%
Office Supplies & Equipment Leases	1,814,000.00	13%
Travel & Auto Expenses	925,000.00	7%
Insurance	250,000.00	2%
Depreciation	780,000.00	6%
Rent , Janitorial, & Maintenance	1,830,000.00	13%
Utilities	190,000.00	1%
Telephone	380,000.00	3%
Dues & Fees	400,000.00	3%
Workshops, Seminars, & Education	125,000.00	1%
Legal & Accounting	90,000.00	1%
TOTAL GENERAL & ADMINISTRATIVE	14,584,000.00	106%
TOTAL OVERHEAD	22,800,000.00	166%
TOTAL DIRECT LABOR	13,700,000.00	

SCHEDULE -D"

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

SELECTION OF CONSULTANTS

Oneida County (Sponsor)

Griffiss International Airport (Airport)

(Project Number)

Airport Master Plan (Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.


	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. For contracts over \$100,000, consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



	Yes	No	N/A
7. Mandatory contract provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Oneida County

(Name of Sponsor)


(Signature)

William Applebee

(Typed Name of Sponsor's Designated Official Representative)

Airport Engineer

(Typed Title of Sponsor's Designated Official Representative)

5-11-12

(Date)

END OF SCHEDULE

SCHEDULE E

(RESOLUTION TO BE INSERTED)



SCHEDULE G


CERTIFICATION OF CONSULTANT

I hereby certify that I am the Manager of the Airport Services Group and a duly authorized representative of the firm of C&S Engineers, Inc., whose address is 499 Col. Eileen Collins Blvd., Syracuse, NY, and that neither I nor the above firm I here represent has:

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

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this Contract, involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable state and Federal laws, both criminal and civil.

4-13-2012
Date



Anthony Basile
Manager, Airport Services Group

END OF SCHEDULE

**SCHEDULE H
AIRPORT AID PROGRAM**

Contractor Contractual Requirements

Civil Rights Act of 1964, Title VI – 49 CFR Part 21

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a programs set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanction as it or the FAA may determine to be appropriate, including but not limited to --
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**Disadvantaged Business Enterprise (DBE) Assurances
49 CFR Part 26**

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds under this agreement.
2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

Airport and Airway Improvement Act of 1982, Section 520
General Civil Rights Provisions
49 U.S.C. 47123

The contractor assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Access to Records and Reports
49 CFR Part 18.36(i)

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Rights to Inventions
49 CFR Part 18.36(i)(8)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

Lobbying and Influencing Federal Employees
49 CFR Part 20, Appendix A

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Trade Restriction Clause 49 CFR Part 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Termination of Contract 49 CFR Part 18.36(i)(2)

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Breach of Contract Terms
49 CFR Part 18.36

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Davis – Bacon Act Provisions

1. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision(s) of the Secretary of Labor which is (are) attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision(s) shall be posted by the contractor at the site of the work in a prominent place where it (they) can be easily seen by the workers. For the purpose of this paragraph, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subparagraph 4 below. Also for the purpose of this paragraph, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period [29 CFR 5.5(a)(1)(i)].
2. Any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination(s) and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination(s), and a report of the action taken shall be sent by the SPONSOR to the FAA for approval and transmittal to the Secretary of Labor. In the event that the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for final determination [29 CFR 5.5(a)(1)(ii)].
3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for determination [29 CFR 5.5(a)(1)(iii)].
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract. Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Special Grant Condition

Office of Management and Budget issued Memorandum M-08-03 implementing Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (TVPA) (22 U.S.C. 7104(g)).

TRAFFICKING IN PERSONS:

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

END OF SCHEDULE



SCHEDULE I

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

A. Standard Clauses For All New York State Contracts (Appendix A).

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

1. **Executory Clause.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **Non-Assignment Clause.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **Comptroller's Approval.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$5,000 (\$20,000 for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective, or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **Worker's Compensation Benefits.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **Non-Discrimination Requirements.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **Non-Collusive Bidding Requirement.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 240, 1 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment, or modification thereto shall be rendered forfeit and void. The contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination, or disposition of appeal (2 NYCRR 105.4).
9. Set-Off Rights. The State shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. Records. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively -the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the -Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. Identifying Information and Privacy Notification:
- (a) Federal Employer Identification Number and/or Federal Social Security Number. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, (i.e., the seller's or lessor's identification number). The number is either the payee's Federal employee identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.
- (b) Privacy Notification.
- (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
- (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.
12. Equal Employment Opportunities For Minorities And Women. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a



contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then:

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

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

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

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

13. **Conflicting Terms.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
14. **Governing Law.** This contract shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise.
15. **Late Payment.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
16. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
17. **Service of Process.** In addition to the methods of service allowed by the State Civil Practice Law & Rules (~~-CPLR~~), contractor hereby consents to service of process upon it be registered or certified mail, return receipt request. Service hereunder shall be complete upon contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
18. **Prohibition on Purchase of Tropical Hardwoods.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility

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

19. Macbride Fair Employment Principles. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.
20. Omnibus Procurement Act of 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.
Information on the availability of New York State subcontractors and suppliers is available from:
NYS Department of Economic Development
Division for Small Business
30 South Pearl St --7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from: NYS Department of Economic Development Division of Minority and Women's Business Development 30 South Pearl St --2nd Floor Albany, New York 12245 Telephone: 518-292-5250 Fax: 518-292-5803 <http://www.empire.state.ny.us>
The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million: a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State; (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.
21. Reciprocity And Sanctions Provisions. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.
22. Compliance with New York State Information Security Breach and Notification Act. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).
23. Compliance with Consultant Disclosure Law. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.
24. Procurement Lobbying. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made

in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

END OF SCHEDULE

Griffiss International Airport



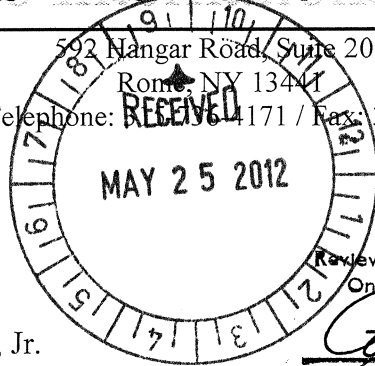
592 Nangar Road, Suite 200
Rome, NY 13441
Telephone: 315-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

Michael C. Lawrence, Jr.
Acting Commissioner of Aviation

May 15, 2012

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



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

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

Date 5/22/12

FN 20

12-256
AIRPORT

Re: Additional Services – Supplemental No. 2, C&S Engineers
FAA AIP Project No. 3-36-0119-26-10, Capt. Acct. H-339
Rehabilitation of Nose Dock Bldg. 783 (CA/CI)

WAYS & MEANS

Dear County Executive Picente,

The Board of Acquisition and Contract approved on September 15, 2010 a Consultant Agreement with C&S Engineers, Inc., for construction observation and administration services with the Nose Dock Building 783 Rehabilitation project. The Board of Legislators subsequently approved the agreement on October 27, 2010 (FN 2010-363, Res. No. 323). The maximum amount payable under this agreement was \$199,728.20. The FAA funds this project through the federal Airport Improvement Program which provides 95% Federal and 2.5% State participation with a 2.5% local match.

The Board of Acquisition and Contract later approved on February 8, 2012 a Supplemental Consultant Agreement No. 1 in accordance with the original agreement, Article 11- Additional Services. The additional construction observation and administration services were provided for the increased contract time and costs due to the default of the electrical contractor and weather related delays. The maximum total cost for Supplemental No. 1 was \$52,516.91, increasing the total contract amount to \$252,245.11.

C&S Engineers, Inc., at the request of the Department of Aviation, has now submitted a Supplemental Consultant Agreement No. 2 for further additional services. The additional construction observation and administration services are to provide office space configuration to accommodate tenant relocations following the Building #100 request for proposal process and its potential lease approval. The maximum total cost for Supplemental No. 2 services is \$35,136.00, increasing the total contract amount to \$287,381.11. The Board of Acquisition and Contract approved this agreement on May 9, 2012.

Please consider this Supplemental No. 2 agreement with C&S Engineers for \$35,136.00 (total contract amount to \$287,381.11) to provide the additional professional construction observation

and administration services associated with the Nose Dock Building 783 Rehabilitation Project. If acceptable please present to the Board of Legislators for their approval. Funding is provided by Capital Account H-339.

The Department of Aviation will seek FAA's reimbursement through the federal Airport Improvement Program. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Michael Lawrence, Jr.".

Michael C. Lawrence, Jr.
Acting Commissioner of Aviation

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County - Contract Summary

Name of Proposing Organization: C&S Engineers, Inc.

Title of Activity or Service: Professional Services

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

Summary Statements:

1) Narrative Description of Proposed Services:

Supplemental No. 2 to an existing Professional services contract with C&S Engineers for the FAA Airport Improvement Program Project 3-36-0119-26-10, "Rehabilitation Nose Dock 783 – Construction".

2) Program/Service Objectives and Outcomes:

Supplemental No. 2 provides the additional Professional services necessary to provide office space configuration to accommodate tenant relocations following the Building #100 request for proposal process and its potential lease approval.

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$35,136.00

Oneida County Department Funding Recommendation: \$35,136.00 **Account #** H-339

Proposed Funding Source:	Federal \$33,379.20	State \$878.40	County \$878.40
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Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

C&S Engineers is an FAA / County approved Airport Consultant selected by a competitive RFP process.

COPY

SUPPLEMENTAL CONSULTANT AGREEMENT NO. 02

PROJECT: Griffiss International Airport
Building 783 Additional Rehabilitation

FAA AIP No. 3-36-0119-26-10
NYSDOT Project No. 2905.27

This Supplemental Agreement made this 11th day of April 2012, by and between the County of Oneida (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., (hereinafter referred to as the "CONSULTANT").

WITNESSETH: Whereas the SPONSOR and the CONSULTANT have entered into a Cost Plus Fixed Fee Agreement and Supplemental Agreement No. 01 for Engineering Services for the undertaking of the above titled project. The SPONSOR and the CONSULTANT agree to amend said Agreement with this Supplemental Consultant Agreement No. 02 in accordance with the following amendments:

AMENDMENT NO. 1: Schedule A-2 attached hereto, is added and made part of the Agreement.

AMENDMENT NO. 2: The parties hereto agree that the maximum amount payable under this agreement including profit stated in Article 2. Provision for Payment, C. Final Payment be increased from \$252,245.11 to \$287,381.11.

AMENDMENT NO. 3: Schedule B-2, attached hereto, is added and made part of the Agreement.

Except as amended herein the aforementioned Consultant Agreement and all terms and conditions contained therein between the SPONSOR and CONSULTANT shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Consultant Agreement has been executed by the SPONSOR, acting by and through the County Executive, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written, subject to the approval of the Commissioner of the NYSDOT, the State Comptroller, and the FAA.

SPONSOR
Oneida County
Title: Anthony J. Picente, Jr.
Title: County Executive
Date:

CONSULTANT
C&S Engineers, Inc.
By: Jeffrey D. Palin, P.E.
Title: Manager, Facilities Services Group
Date: 4/16/12

SCHEDULE A-2

Project Description: Griffiss International Airport
Building 783 Additional Rehabilitation

Provide drawings and specifications as required for the up-fit of Building 783. In particular, the work items involved are as follows:

- Upgrade existing toilet room
- Construct new holding room for passengers
- Up fit Break Room and Offices
- Modify HVAC system
- Modify Fire Protection and alarm system
- Modify lighting and control system
- Review Shop drawings
- Oversee construction
- Project closeout

END OF SCHEDULE



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B"
DESIGN PHASE**

PROJECT NAME: BLDG 173 Additional Rehabilitation
 PROJ DESCRIPTION interior up-fit
 CLIENT: Onedia County
 CLIENT MANAGER: RLN

DATE: 13-Apr-12
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 146.094.003
 C&S CONTACT: RLN

I. DIRECT SALARY COSTS:

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A.	SERVICE GROUP MANAGER	\$74.30	\$67.70	X	0	\$0.00
B.	DEPARTMENT MANAGER	\$61.20	\$56.80	X	4	\$227.00
C.	MANAGING ENGINEER	\$53.20	\$49.10	X	0	\$0.00
D.	CHIEF/PRINCIPAL ENGINEER	\$59.80	\$57.10	X	8	\$457.00
E.	SENIOR PROJECT ENGINEER	\$44.30	\$42.30	X	56	\$2,369.00
F.	PROJECT ENGINEER	\$41.60	\$37.10	X	41	\$1,521.00
G.	ENGINEER	\$41.50	\$32.20	X	0	\$0.00
H.	STAFF ENGINEER	\$32.80	\$28.40	X	24	\$682.00
I.	SENIOR DESIGNER	\$37.90	\$31.90	X	24	\$766.00
J.	DESIGNER	\$31.20	\$26.30	X	0	\$0.00
K.	CADD OPERATOR	\$26.60	\$22.70	X	0	\$0.00
L.	ADMINISTRATIVE ASSISTANT	\$24.50	\$21.60	X	0	\$0.00
M.	GRANTS ADMINISTRATOR	\$38.00	\$36.10	X	0	\$0.00
N.	MANAGER AIRPORT PLANNING	\$57.00	\$54.30	X	0	\$0.00
O.	SENIOR PLANNER	\$54.60	\$47.20	X	0	\$0.00
P.	PLANNER	\$32.80	\$31.20	X	0	\$0.00
Q.	STAFF PLANNER	\$32.80	\$28.40	X	0	\$0.00
R.	SENIOR/MANAGING ARCHITECT	\$52.40	\$49.20	X	40	\$1,968.00
S.	PROJECT ARCHITECT	\$41.50	\$39.50	X	16	\$632.00
T.	MANAGING GEOLOGIST (SOILS ENG)	\$56.80	\$54.10	X	0	\$0.00
U.	GEOLOGIST	\$27.40	\$26.00	X	0	\$0.00
V.	ENVIRONMENTAL SCIENTIST	\$34.70	\$33.10	X	0	\$0.00
W.	SENIOR CONSTRUCTION SUPERVISOR	\$65.90	\$62.80	X	0	\$0.00
X.	CONSTRUCTION SUPERVISOR	\$47.60	\$45.30	X	0	\$0.00
Y.	RESIDENT ENGINEER	\$49.20	\$41.40	X	0	\$0.00
Z.	CHIEF INSPECTOR	\$37.10	\$35.40	X	80	\$2,832.00
AA.	SENIOR INSPECTOR	\$32.80	\$29.30	X	0	\$0.00
BB.	INSPECTOR	\$31.20	\$26.20	X	0	\$0.00
CC.	JUNIOR INSPECTOR	\$21.80	\$20.80	X	0	\$0.00
DD.	SENIOR TECHNICAL ADMINISTRATOR	\$33.60	\$31.90	X	0	\$0.00
EE.	PARTY CHIEF	\$56.10	\$53.70	X	0	\$0.00
FF.	SURVEYOR I	\$52.80	\$50.40	X	0	\$0.00
GG.	SURVEYOR II	\$52.80	\$50.40	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$11,454.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
 OF DIRECT SALARY COST):

166.00% \$19,014.00

III. SUBTOTAL OF ITEMS I & II:

\$30,468.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:						
		1	TRIPS @	100	MILES/TRIP @	\$0.555	= \$55.50
B.	TRAVEL, BY AIR:						
		0	TRIPS @	0	PERSONS @	\$0.00	= \$0.00
C.	PER DIEM:						
		0	DAYS @	0	PERSONS @	\$123.00	= \$0.00
D.	MISCELLANEOUS:						= <u>\$29.50</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$85.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$4,570.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$13.00</u>
TOTAL FIXED FEE:				\$4,583.00

VI. SUBCONTRACTS:

A.	ESTIMATE OF TOPOGRAPHICAL SURVEYS:				\$0.00
B.	ESTIMATE OF SUBSURFACE INVESTIGATION & TESTS:				
1	MOBILIZATION/DEMOBILIZATION:		LUMP SUM	=	\$0.00
2	PAVEMENT CORES:	0	EACH @	\$50.00 =	\$0.00
3	CONTINUOUS SAMPLING:	0	L.F. @	\$18.00 =	\$0.00
4	OBSERVATION WELL:	0	L.F. @	\$15.00 =	\$0.00
5	TEST PITS:	0	EACH @	\$250.00 =	\$0.00
6	FIELD CBR:	0	EACH @	\$250.00 =	\$0.00
7	FIELD DENSITY TESTS:	0	EACH @	\$35.00 =	\$0.00
8	MECHANICAL ANALYSIS:	0	EACH @	\$35.00 =	\$0.00
9	LABORATORY PROCTORS:	0	EACH @	\$100.00 =	\$0.00
10	SOAKED LAB CBR (ASTM D1883, PAR 8.1.1):	0	EACH @	\$150.00 =	\$0.00
11	SOAKED LAB CBR (ASTM D1883, PAR 8.1.2):	0	EACH @	\$250.00 =	\$0.00
12	SOAKED LAB CBR (ASTM D1883, PAR 8.2):	0	EACH @	\$350.00 =	\$0.00
13	ATTERBERG LIMITS:	0	EACH @	\$55.00 =	\$0.00
14	NATURAL MOISTURE CONTENT:	0	EACH @	\$6.00 =	\$0.00
15	HYDROMETER ANALYSIS:	0	EACH @	\$60.00 =	\$0.00

TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS: \$0.00

VII. TOTALS:

A.	MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u><u>\$35,136.00</u></u>
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ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

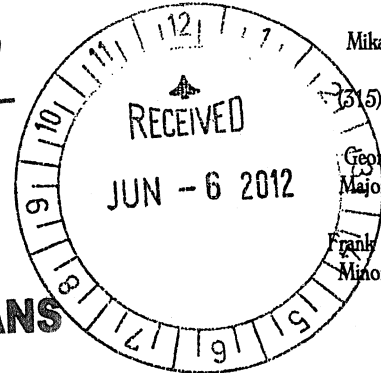
Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

June 7, 2012

FN 20 12-257



WAYS & MEANS

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

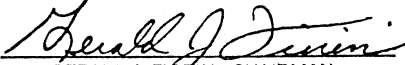
RE: **Scheduling of Public Hearing for Consolidated Agricultural District #4 –
Towns of Augusta, Vernon and Verona**

Dear Mike,

I have received correspondence from Farmland Protection Board Chair, Brymer Humphreys requesting a Public Hearing on Agricultural District #4. Pursuant to his request, please prepare a docket scheduling a public hearing for **7:00 PM on Tuesday, August 14th at the Vernon Town Hall, 4305 Peterboro Road, Vernon, NY.**

In order to allow ample time to notify the landowners, I would ask that the Ways and Means Committee and the full Board of Legislators vote on the docket at the meeting of **July 11, 2012.**

Respectfully submitted,


GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS

cc: All FPB Members
Commissioner of Agriculture and Markets
Commissioner of DEC

Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

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

June 5, 2012

FN 20 12-258

PUBLIC SAFETY



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

WAYS & MEANS

Dear Tony:

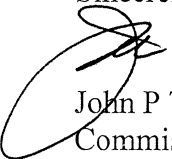
This letter is to request the addition of the title Dispatch Officer Grade 14D \$21,036 to the Oneida County Classification Plan. The title would be in the Civil Service Competitive Class. A draft copy of the job description is attached.

In addition to adding the title to the Oneida County Classification Plan, Director of Emergency Services Kevin Revere is asking that 2 new positions in this title be created in his department. His letter of request is attached.

Any questions regarding the new positions should be directed to Mr. Revere.

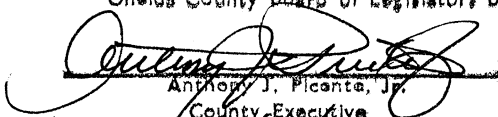
If you concur with his request to add the positions please forward the request to the Oneida County Board of Legislators for their action.

Sincerely,


John P Talerico
Commissioner

CC Revere

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


Anthony J. Picente, Jr.
County Executive

Date 6/5/12



ONEIDA COUNTY EMERGENCY COMMUNICATIONS

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

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

May 25, 2012

Mr. John Talerico
Oneida County Commissioner of Personnel
800 Park Ave.
Utica NY 13501

Dear John,

The successful consolidation of the 911 system in Oneida County has taken several major steps in the past year. Emergency communication processing is finally at one location, offering the public and first responders the latest technology operated by trained, professional telecommunicators.

Given recent adjustments in the public safety sector, the reliance on the 911 Center to process both 911 and seven-digit calls is now greater than ever. One aspect of communication centers that I have noticed that many communities have instituted are what are commonly referred to as "call takers". These professionals are utilized to relieve the pressure of telecommunicators having to converse with a caller on the phone while simultaneously speak on and listen to emergency radio transmissions. We do not have such positions, but in my evaluation of the current staffing and the functions the 911 center is responsible for, the addition of two call taker positions to work during our busiest times is needed. The positions would be responsible for answering seven-digit telephone calls, provide /receive information/complaints, monitor equipment, dispatching messages and information as appropriate, operate CAD equipment, computers and other office equipment, and prepare and input logs, files, reports, statistics and other information using current technology. I would estimate that such position would have a salary of approximately \$21,000 per year.

I would welcome the opportunity to discuss the specifics of this proposal with you. If you have any questions, please advise me.

Sincerely,

A handwritten signature in black ink, appearing to read 'KW Revere', written over a white background.

Kevin W. Revere
Director

*PER PHONE CONVERSATION
REQUEST IS FOR 2 POSITIONS.*



Civil Division:
Jurisdictional Class:
EEO Category:
Adopted:

Oneida County Government
Competitive
Protective Service
xx/x/xx

DRAFT

DISPATCH OFFICER

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for performing security dispatching and/or clerical duties within a department, which includes a high volume of data entry, security radio communication and telephone communication. The incumbent receives and efficiently refers incoming information to appropriate personnel, via telephone and radios. The work of this position differs from that of a Public Safety Telecommunicator (PST) in that the incumbent is responsible for non-emergency calls only, allowing PSTs more time to focus on emergency situations. Additional duties are of a routine clerical nature. Work is performed under general supervision, in accordance with established policy. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Answers telephones and provides /receives information/complaints;
Monitors cameras;
Dispatches messages, information and personnel as appropriate;
Operates radio equipment, computer, calculator and other office equipment;
Prepares, inputs and maintains logs, files, reports, statistics and other information using current technology;
Completes assigned training programs and training updates including but not limited to first aid, CPR, AED, etc.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of the operation of radio, telephone and computer equipment;
good knowledge of the geography of the municipality; good communication skills;
ability to maintain records and prepare reports; ability to understand and follow oral and written directions; ability to react efficiently and calmly to emergency situations;
ability to work independently; clerical aptitude; mental alertness; good judgment.

continued...

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

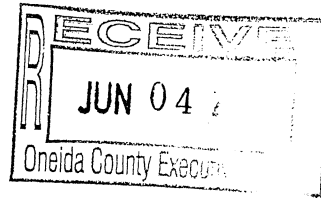
Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

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

FN 20 12 - 259



PUBLIC SAFETY

May 30, 2012

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 2012 supplemental appropriation within the District Attorney's Law Enforcement cost center to cover the cost of equipment, parts and labor to move the current wireless camera surveillance system to the new District Attorney's Office location at 235 Elizabeth Street:

TO:

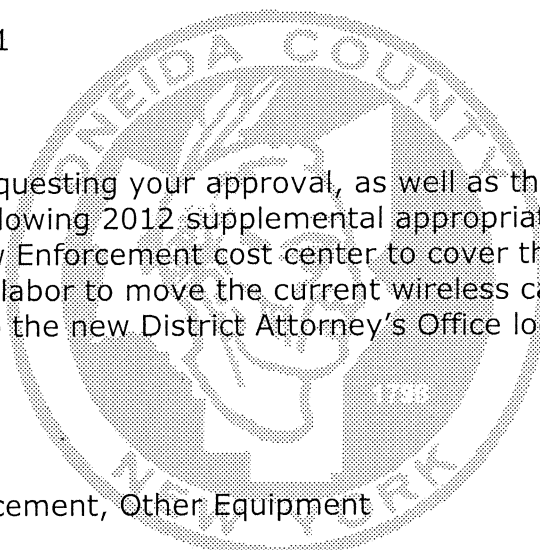
A1162.295 Law Enforcement, Other Equipment	\$10,000
A1162.493 Law Enforcement, Maintenance, Repair & Service Contracts	\$ 9,000

This supplemental appropriation will be fully funded by:

A1207 Law Enforcement, Approp. F.B. Year Forfeitures	\$19,000
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This 2012 supplemental appropriation will be fully supported by forfeiture funds that are already on deposit.

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

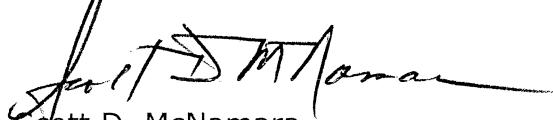


The Honorable Anthony J. Picente, Jr.
May 30, 2012
Page Two

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

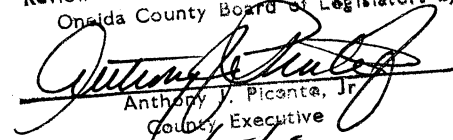


Scott D. McNamara
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman
Hon. George Joseph, Majority Leader
Hon. Frank Tallarino, 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 6/5/12

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

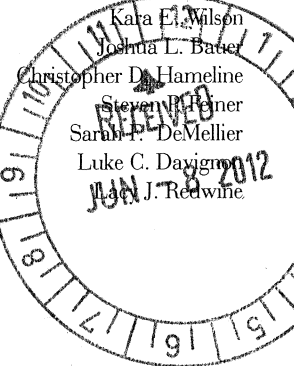
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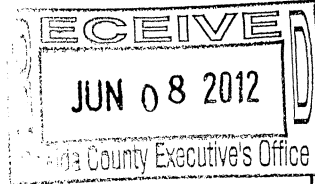
Dawn Catera Lupi
First Assistant

FN 20 12 - 260

Michael R. Nolan
Kurt D. Schultz



PUBLIC SAFETY



WAYS & MEANS

June 7, 2012

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

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

Anthony J. Picente, Jr.
County Executive

Dear Mr. Picente:

Date 6/8/12

The Oneida County District Attorney's Office was successful in obtaining a grant from the Department of Justice. The grant is in the amount of \$215,000.00. The grant money will be used to set-up and Oneida County Universal Records Management System. There are no matching county funds required.

By this letter, I am hereby requesting a supplemental appropriation in the amount of \$193,000.00 for the 2012 fiscal year. Our office was unable to spend the remaining funds in 2011 and therefore request that they be appropriated as follows:

TO:

A - A1165.4925 - District Attorney - Software Fed DOJ Congressional Act Grant \$193,000.00

This supplemental appropriation is fully supported by unanticipated revenue in:

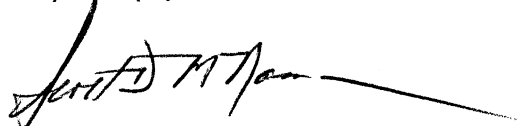
RA - A4200 - District Attorney - Federal Aid DOJ Congressional Act \$207,000.00

The Honorable Anthony J. Picente, Jr.
September 17, 2010
Page Two

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott D. McNamara", with a long horizontal flourish extending to the right.

Scott D. McNamara
Oneida County District Attorney

SDM/jb

Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

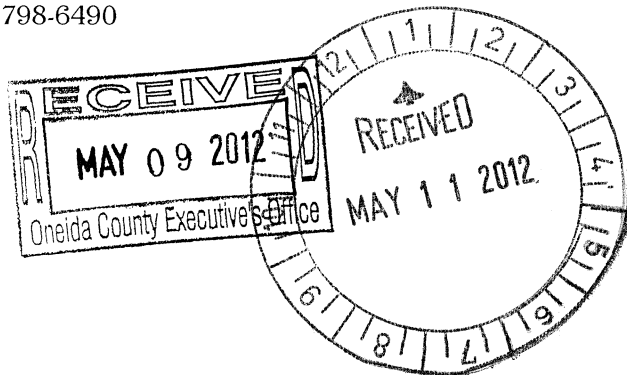
**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

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

May 4, 2012

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

FN 20 12-261



**PUBLIC SAFETY
WAYS & MEANS**

Dear Tony:

This letter is to request the addition of a job title to the Oneida County Classification plan. A draft job specification is attached for your review. The title is in the Civil Service Competitive Class.

Sheriff Robert M. Maciol has requested a title for a position that would be a level higher than Deputy Sheriff Patrol. I have determined the appropriate Civil Service title to be Deputy Sheriff Corporal Grade S 01.5 \$42,548. He is not requesting to create a position at this time. Any questions regarding this matter should be directed to Sheriff Maciol.

If you agree with his request, I would ask that you forward this request to the Oneida County Board of Legislators and ask that they add Deputy Sheriff Corporal to the Oneida County Classification Plan.

Thank you for your attention to this matter.

Sincerely,

John P Talerico
Commissioner

CC: R Maciol

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

Anthony J. Picente, Jr.
County Executive
Date 5/11/12



County of Onondaga

Sheriff Robert M. Maciol
Undersheriff Robert Swenszkowski

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

May 3, 2012

Personnel Commissioner
John Talerico
800 Park Ave
Utica, NY 13502

Commissioner Talerico,

I am formally requesting to implement the position of Deputy Sheriff - Corporal within the Civil Service titles of the Sheriff's Office. This position will apply to the Law Enforcement Division with the job specifications previously provided to your office. No positions will be requested to be created at this time. The following is the proposed pay scale for said position (5% above the Deputy Sheriff rate):

	5	6	7	8	9	10	11	12	13	14	15	16
Deputy Sheriff	42,548	43,876	45,207	46,536	47,866	49,196	50,525	51,855	53,184	54,514	55,843	59,631
Corporal												

Please contact me with any questions or concerns regarding this matter. Thank you for your time and consideration.

Sincerely,

Robert M. Maciol
Sheriff



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

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

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

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

Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Protective Service - Sworn
Adopted: **DRAFT**

DEPUTY SHERIFF PATROL - CORPORAL

DISTINGUISHING FEATURES OF THE CLASS: This position involves supervisory law enforcement work at the Oneida County Sheriff's Office. An employee in this class is responsible for the work of subordinate Deputy Sheriff Patrol and for specialized investigation duties. The incumbent works under the general supervision of the Deputy Sheriff Patrol-Sergeant or the Deputy Sheriff Patrol-Lieutenant. In the absence of a Sergeant, or as needed, incumbents may lead and/or supervise Deputy Sheriffs. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Assigns and directs the activities of subordinate Deputy Sheriff Patrols;
Conducts special investigations and makes arrests;
Reviews and processes complaints and assigns subordinates to conduct investigations;
Performs the more complex investigations in criminal cases;
Supervises and investigates accidents and fatalities;
Takes statements and affidavits from suspects and witnesses, and collects evidence relating to investigations;
Testifies before Grand Jury, County Court and Justices Courts; Receives, reads or transmits communications, instructions, and policies;
Reviews reports prepared by subordinates;
Makes reports of activities during an assigned shift;
May prepare and conduct in-service training as directed.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of modern principles and practices of police work; good knowledge of the New York State Penal Law, Code of Criminal Procedures, Vehicle and Traffic Laws and related laws pertaining to police work; good knowledge of the techniques of securing and preserving evidence; good knowledge of the geography of the County; ability to instruct and direct subordinates in police work; skill in the use of firearms; familiarity with the operation of radio equipment; ability to be courteous yet firm with the general public; ability to operate a patrol vehicle; physical strength and agility; good judgment; physical condition commensurate with the demands of the position.

continued...

DEPUTY SHERIFF PATROL – CORPORAL

page two

MINIMUM QUALIFICATIONS: Graduation from high school or possession of a high school equivalency diploma and two (2) years satisfactory experience as a full-time, permanent Deputy Sheriff Patrol.

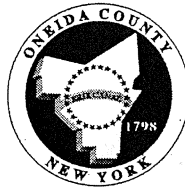
SPECIAL REQUIREMENTS:

- (1) Possession of a valid New York State driver's license at time of application. License must remain valid throughout appointment in order to meet the transportation requirements of the job.
- (2) In order to be eligible for appointment, candidates must meet all current requirements of Section 58 of the Civil Service Law and Section 3.1 of the Public Officers Law.

Adopted: xx/xx/xx

Title in promotional series: Deputy Sheriff Patrol, Deputy Sheriff Patrol-Corporal, Deputy Sheriff Patrol-Sergeant/Deputy Sheriff Sergeant (Technical), Deputy Sheriff Patrol-Lieutenant /Deputy Sheriff Lieutenant (Technical), Deputy Sheriff Patrol-Captain

Anthony J. Picente, Jr
Oneida County Executive



John P. Talerico
Commissioner of Personnel

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

June 8, 2012

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

FN 20 12 - 262

PUBLIC SAFETY



Dear County Executive Picente:

WAYS & MEANS

Attached for your review and approval is correspondence from Sheriff Robert M. Maciol requesting the creation of one (1) Chief Deputy (Task Force Operations) position in Sheriff-Law Enforcement, Cost Center 3120.

Sheriff Maciol is requesting one (1) Chief Deputy (Task Force Operations) position (Grade 41M, Step 1 \$53,580). Under separate cover, Sheriff Maciol is requesting a supplemental appropriation to fund this position.

This request will require action by the Board of Legislators.

Sincerely,

Handwritten signature of John P. Talerico in black ink.

John P. Talerico
Commissioner of Personnel

Copy: Sheriff
County Attorney
Budget

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

Handwritten signature of Anthony J. Picente, Jr. in black ink, written over a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 6/8/12

Jurisdiction: Oneida County Government
Jurisdictional Class: PJC – Pending Jurisdictional Classification
EEO Category: Officials/Administrators
Revised: 06/05/12

CHIEF DEPUTY
(TASK FORCE OPERATIONS)

DISTINGUISHING FEATURES OF THE CLASS: This position involves assisting the Sherriff, Undersheriff, District Attorney and Commissioner of Social Services with planning, administering, and supervising the Oneida County Child Advocacy Center. The Chief Deputy (Task Force Operations) is responsible for the formation of policies and procedures governing the operation and investigations of the Child Advocacy Center, which is a multi-agency consortium responsible for investigating and prosecuting sex offenses committed against children in Oneida County. This Unit is supervised to assure maintenance of safety, security and conformity to established laws and procedures. The Chief Deputy (Task Force Operations) functions under the administration of the Sheriff and Undersheriff. The District Attorney and/or First Assistant District Attorney direct case management and the Commissioner of Social Services provides program input. The program is reviewed through frequent conferences and reports, coordinating with the District Attorney and Commissioner of Social Services. The Chief Deputy (Task Force Operations) exercises general supervision over the Child Advocacy Center and employees assigned to the Child Advocacy Center from different community agencies. The Chief Deputy (Task Force Operations) will be responsible for agency and budgetary functions and training. The Chief Deputy (Task Force Operations) will attend public, educational and social functions on behalf of the Sheriff, District Attorney or the Commissioner of Social Services. The Chief Deputy (Task Force Operations) may serve in the capacity of the Chief Deputy Corrections and/or Chief Deputy Operations in their absence at the discretion of the Sheriff. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Administers the daily operation and investigations of the Child Advocacy Center;
Supervises and evaluates employees assigned to the unit;
Coordinates with participating agency supervisors' initial or ongoing investigations;
Presides at meetings;
Coordinates the preparation of the annual budget and reports to the involved agencies and courts;
Supervises and coordinates the maintenance of all records;
Coordinates the development of efficient work schedules, training, and investigations;
Directs disciplinary matters to the appropriate supervising agency;
Develops policies and procedures for the unit and local investigations;
Inspects staff and operation of the Child Advocacy Center to ensure compliance with prescribed regulations and procedures;
Explores, procures and administrates funding sources through grants and in-kind donations;
Directs or coordinates investigations of alleged sexual abuse;

continued...

TYPICAL WORK ACTIVITIES: (continued...)

Appears and testifies in court when necessary;

Supervises the securing, marking and submitting of evidence to proper scientific laboratories in a prompt fashion, maintains evidence records, security of evidence and its proper disposition;

Meets with Commissioner of Social Services regarding budget and approval of purchases.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Comprehensive knowledge of the applicable New York State and Federal Laws, rules and regulations including Penal Law, Criminal Procedure Law, and Civil Law; thorough knowledge of investigative methods and practices; good knowledge of current trends in statutes and case law; ability to establish and maintain effective working relationships with the courts and other agencies; ability to coordinate and supervise the work of others in a manner conducive to superior performance and high morale; ability to enforce rules and regulations fairly and firmly; ability to maintain accurate records; ability to act calmly and effectively in emergencies; personnel management and labor relations skills; good judgment; tact; courtesy.

MINIMUM QUALIFICATIONS: Either:

- (A) Graduation from a regionally accredited or New York State registered four year college or university with a Bachelor's Degree in Criminal Justice or a closely related field **AND** eight (8) years of law enforcement experience, including five (5) years of investigatory experience and two (2) years of supervisory experience overseeing the work of members of law enforcement; **OR**
- (B) Graduation from a regionally accredited or New York State registered two year college or university with an Associate's Degree in Criminal Justice or a closely related field **AND** ten (10) years of law enforcement experience, including five (5) years of investigatory experience and two (2) years of supervisory experience overseeing the work of members of law enforcement.

Adopted: 09/04/97

Revised: 05/21/98, 12/14/98, 06/05/12

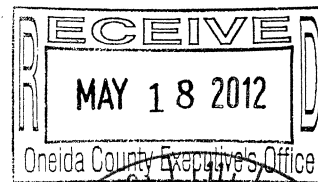


Sheriff Robert M. Maciol
Undersheriff Robert Swenszkowski

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

May 14, 2012

FN 20 12-263



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

PUBLIC SAFETY

WAYS & MEANS



Dear County Executive Picente:

The Sheriff's Office is again participating in the statewide Child Passenger Safety Program. This program reduces the risk of fatal injury when used correctly to restrain children in safety seats. Unfortunately, many child safety seats need replacement due to age, safety, or recall. The goal is to increase the proper use and installation of child safety seats and to continue to educate parents in New York State. Please see the attached letter from the State Department of Motor Vehicles.

The funding awarded through this grant will be used to purchase car seats. Therefore, a supplemental appropriation will be required to place funds in this account.

The supplemental appropriation request is as follows:

A3120.295	Patrol- Equipment	\$6,750
A3387	State Aid: Safety Traffic	\$6,750

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 5/22/12

cc: Tom Keeler, Budget Director



ANDREW M. CUOMO
Governor

STATE OF NEW YORK
GOVERNOR'S TRAFFIC SAFETY COMMITTEE
DEPARTMENT OF MOTOR VEHICLES



BARBARA J. FIALA
Chair

November 8, 2011

Sergeant Ronald Townsend
Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

Re: CPS-2012-Oneida Co SO -00172-(033)
Child Passenger Safety Program
EFFECTIVE DATE: October 1, 2011

Dear Sergeant Townsend:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that Oneida County has been awarded \$6,750 to participate in the statewide "Child Passenger Safety" program. Our goal is to increase the proper use and installation of child safety seats in New York State. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in this very important statewide program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Barbara J. Fiala
Chair and
Commissioner of Motor Vehicles

BJF:et
Enclosure
cc: Richard Antanavige
Anthony Carvelli

CPS Program Overview

This document describes the NYS Child Passenger Safety (CPS) grant program that provides funding for local communities to conduct programs that promote child passenger safety awareness and proper use.

GRANT APPLICATION PREPARATION

The Child Passenger Safety Incentive grants are comprised of four different initiatives (Schedules).

Agencies may apply for one or more of the grant initiatives. The program will continue to target culturally diverse, low-income, and rural populations in each of the grant initiatives.

CPS Initiatives descriptions are found in the application section.

Schedule A – Permanent Fitting Stations

Schedule B – Child Passenger Safety Awareness Training

Schedule C – Child Passenger Safety Seat Check Event

Schedule D – Child Safety Seat Distribution and Education Program

Incentive funding for the Child Passenger Safety Program is limited. The Governor's Traffic Safety Committee (GTSC) may not be able to fund all of your initiatives. Please note that the GTSC reserves the right to award grants based in part on using past performance measures.

Application deadline is on or before May 15, 2011. CPS applications received after the deadline will not be considered for funding. Applications are due May 15th even when the 15th is a weekend day. The proposal application status in eGrants must be changed from "Proposal in Process" to "Submitted" by May 15th, applications that are not in the "Submitted" status by May 15th will be considered late and not considered for funding.

Funding for this program will coincide with the Federal Fiscal Year October 1 to September 30. Any late grant applications will NOT be considered.

Nonprofit agencies must provide us their Federal ID number and NYS Charity ID number from the NYS Attorney General's Charity Registration Bureau when applying. If you need information about Charity ID, consult the NYS Attorney General <http://www.oag.state.ny.us/bureaus/charities/about.html>

If you are required to submit reports to the Charities Registration Bureau, you must be up to date with your filing before your grant application will be approved. The GTSC checks this status as part of the review.

DUNS NUMBER: The federal government is requiring that New York report grant fund awards by using the DUNS number of the award recipient. The DUNS number is a unique nine-character number that identifies your organization. Your fiscal agent should know your agency's DUNS number. If they do not, information is available from the federal grants website, http://www.grants.gov/applicants/request_duns_number.jsp

Nonprofit applicants MUST provide us with proof of Workers' Compensation and Disability Insurance or proof of exemption. Acceptable forms are listed below. Upload your proof in the Attachments section of this application. The proof or exemption must have the same Federal ID number as this grant application.

Attach your proofs on the attachment form.

Certificate of Workers' Compensation Insurance (C-105.2) the business' insurance carrier will send this form to the government entity upon request)

Certificate of Worker's Compensation Self-Insurance (SI-12) Board's Self- Insurance Office at (518) 482-0247

Certificate of Group Worker's Compensation Self-Insurance (GSI-105.2) the Self- Insurance Administrator will send this form to the entity upon request

Certificate of NYS Disability Benefits Insurance (DB-120.1) the business' disability benefits carrier will send this form to the entity upon request

Certificate of NYS Disability Benefits Self-Insurance (DB-155) businesses that are self-insured in NYS for disability benefits insurance should call the Workers' Compensation Board's Self-Insurance Office at (518) 482-0247 to obtain this form.)

Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (CE-200)

CPS Program Overview

Agencies who are applying for the first time must submit a sample of their child safety seat check form to the Governor's Traffic Safety Committee.

Incomplete applications will not be considered.

BUDGET AND PLANNING REMINDERS

Refer to the list of allowable and unallowable costs when planning your budget. If you have any questions concerning an item not listed, contact the GTSC before incurring the cost.

Any changes to the approved budget must be requested by submitting a budget modification request on E-Grants. You MUST wait for approval before incurring costs. The dollar amount of the grant award can NOT be increased.

Donations for child safety seats must be kept in a separate dedicated account and must be used exclusively for the child passenger safety program. Agencies cannot incur income from this program.

Try to purchase child safety seats at a bulk rate. Most vendors offer seats at discounted prices. A list of vendors is available from the GTSC upon request.

REIMBURSEMENT

As this is a grant reimbursement program, vouchers must be submitted quarterly for the exact amount of the expenditures on E-Grants. A signed copy of the voucher and the invoices must be submitted for commodities and equipment purchased by mail to the GTSC at 6 Empire State Plaza, Albany NY 12228. Promotional items must be directly related to the child passenger safety program. Check with the GTSC before ordering materials. All promotional items MUST HAVE A CHILD PASSENGER SAFETY MESSAGE written on them. A copy of the message or sample of the item should be sent with the voucher.

All Public Information & Educational (PI&E) materials, products, or campaigns developed for this program must have prior approval by the GTSC for content and text or be subject to non-reimbursement. Materials must include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee".

Vouchers must be submitted quarterly

ALL MAJOR PURCHASES FROM APPROVED BUDGET (INCLUDING CHILD SAFETY SEATS) MUST BE ORDERED AND DELIVERED WITHIN THE GRANT PERIOD FOR USE DURING THE GRANT PERIOD. Purchases should not be made during the last days of the grant period.

The deadline for submitting vouchers is October 31. NHTSA will not reimburse late claims! While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

ALLOWABLE COSTS CPS PROGRAMS

Manufacturer's Instruction Book for child safety restraints	Storage box (file cabinets are considered furniture and are NOT an allowable cost)
tether/LATCH Manual (Safe Ride News Publications)	Fitting Station sign, Regular traffic cones-(no more than 10, 20 for first year applicants)
Subscription to Safe Ride News or Safety Belt Safe Mileage to and from check events, classes and GTSC approved conference.	Child Passenger Safety Brochures * See notes below
Pool noodles, grip liner, locking clips, belt-shortening clips, scale, rubber gloves, first aid kit	Printing costs * See notes below
Clipboard, pens, chalk, tape, scissors	CPS Educational materials * See notes below
Child Safety Seat Checkpoint directional signs	Child safety seats
Sponsor signs	Shipping/handling costs
Vet napkins and antibacterial hand soap	Liability insurance for check events
	Refreshments (not eligible for fitting stations)

CPS Program Overview

Tents	Reflective safety vests for CPS Technicians
Don't Risk Your Child's Life video	Promotional items with CPS message * See notes below
Re-certification fees for current technicians	50% of certification fee for new technician
CPS Conference registration fee	Storage Trailer * See note #4 below

All purchases with grant funds are subject to prior approval by the GTSC before your reimbursement vouchers are paid. You must receive prior approval from the GTSC before making any purchases not listed on your budget summary.

Shirts, sweatshirts or light weight jackets purchased for technicians must promote or identify the CPS Program. Purchases should be reasonable and include only ONE item per technician per year not to exceed \$40.00 per item. They must be labeled with a CPS logo.

Public Information & Education materials, products or campaigns developed for this project must have prior GTSC approval for content and text or be subject to non-reimbursement. Materials must include the following acknowledgement: Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governors Traffic Safety Committee. (Examples: pamphlets, videos, handouts, public messages.). These materials should be distributed in conjunction with training programs or at events where traffic safety is emphasized and where program staff interact with the public.

GTSC will approve the purchase of a trailer based on the specific needs of the applicant. (Examples: storage limitations, CPS activity level, positive past CPS experience) Applicant must agree to maintain their CPS program for a period of 3 years. Failure to complete a 3 year agreement may result in the removal and reassignment of the purchased trailer for use in other areas. Applicants must justify the need for a storage trailer to GTSC. Any trailer requests in excess of \$4,500 will not be approved. Trailers must be used exclusively for CPS sanctioned activities such as, child safety seat storage, CPS technician training, CPS awareness training classes, car seat check events, etc. Utilizing the trailer for non-CPS purposes or for private use will be considered a violation of the conditions for the trailer and may result in the trailer being reassigned by the GTSC. The trailer must acknowledge the GTSC as the sponsor and must clearly be identified as a CPS trailer through lettering, painting or graphics. It must be titled in the name of the grantee agency. A photocopy of the title and a photo of the finished trailer must be forwarded to the GTSC.

UNALLOWABLE COSTS CPS PROGRAM

THE GTSC WILL NOT REIMBURSE THESE ITEMS ON CPS GRANTS.

Advertising

Supplanting (to support existing activities)

Furniture, fixtures and equipment (desks, chairs, tables, folding tables, storage shed, file cabinets, clocks, lighting, coat racks, drapes, shelves, floor covering, bookcases, etc.)

Equipment that costs \$5,000 or more per item needs prior approval from the GTSC and the National Highway Traffic Safety Administration (NHTSA)

Registration, inspection fees, insurance, building materials for shelves, maintenance and repairs of the trailer

Hats or Coats

More than one shirt, sweatshirt or light weight jacket per technician per year.

Incentives or prizes of cash, gift cards or services.

PROGRESS REPORTS

CPS Program Overview

Progress reports are due according to the schedule shown below, and must be submitted on time. Failure to do so may delay the processing of your vouchers for payment and may jeopardize the approval of future grant applications. Please use the appropriate report form. Reports are to be submitted online through the eGrants grant application and management system at www.safeny.com

PROGRESS REPORT DUE DATES:

SCHEDULE ACTIVITY	DUE DATE
Schedule A Fitting Stations	Mid Year Due April 15 & Final Due October 15
Schedule B Awareness Training	Due 5 business days after each class (No Mid Year or Final due)
Schedule C Child Safety Seat Check Events	Due 5 business days after each event (No Mid Year or Final due)
Schedule D Child Safety Seat Distribution Program	Mid Year Due April 15 & Final Due October 15

I agree to the terms and conditions stated above.*

CPS Schedule Selection

Choose which schedule(s) you will be applying for:

- ✓ Schedule A - Permanent Fitting Stations
- Schedule B - CPS Awareness Training
- ✓ Schedule C - Child Safety Seat Check Events
- Schedule D - Child Safety Seat Distribution Program

Applicant And Project Information

Project Information

Project Title Child Passenger Safety Program

Synopsis Child safety seats reduce the risk of fatal injury by 71% when used correctly, however, misuse reduces effectiveness. More than 90% of child safety seats are used improperly. This agency will address this issue by participating in the state's Child Passenger Safety grant program.

Applicant Agency

Organization Address Oneida County Sheriff's Office
6065 Judd Road
Oriskany, NY 13424
Phone: 315-765-2200
Fax: 315-765-2205

Project Director Ronald Townsend

Contact Information Sergeant
6065 Judd Road
Oriskany, NY 13424
Phone: (315) 765-2735
Fax: (315) 736-7946
E-mail: ratownsend@oneidacountysheriff.us

CC Person Richard Antanavige

Fiscal Agent Anthony Carvelli

Contact Information Commissioner of Finance
800 Park Ave
Utica, NY 13501
Phone: (315)798-5750
Fax: (315)798-5242
E-mail: acarvelli@ocgov.net

- ✓ I certify that this agency is in compliance with the New York State requirement to carry Workers' Compensation and Disability Insurance. I will upload my insurance proofs in the attachment section of this proposal application.

If you are a government agency you must have a Payee ID.

If you are a nonprofit agency you must have a Federal ID.

Nonprofit agencies must be up to date with their reports filed with the Charity Registration Bureau through the NYS Attorney General's Office.

If you need information about Charity ID, consult the NYS Attorney General

<http://www.oag.state.ny.us/bureaus/charities/about.html>.

If your DUNS number does not appear on this page, enter it in your Organization Information page. DUNS numbers are required.

Payee ID

Applicant And Project Information

Federal ID	15-6000-460
Charity ID	
DUNS #	010781409

Jurisdiction

Applicant agency is a: *

City

Town

Village

County

Local NonProfit

State Agency

Statewide NonProfit

Select a county or statewide (state agencies) *

Oneida County - 033

Political District Served

State Assembly*	115th District 116th District
State Senate*	47th Senatorial District 49th Senatorial District
US House of Representatives*	New York 24th District

Certified Child Passenger Safety Technicians: Burger, Michael Cusack, John Drake, Robert Laplant

Name of Technician	Certification Number	Expiration Date
Burger, Michael	T670705	5/6/2011
Cusack, John	T670707	5/6/2011 <i>10/19/13</i>
Drake, Robert	T631992	4/9/2011
Laplante, David	T0394464	4/9/2011 <i>10/13/13</i>
Larrivey, Neil	T039462	4/9/2011
Lindfield, Toby	T060708	5/6/2011
Townsend, Ronald	T630359	4/9/2011

All Seven are being scheduled for
Recertification

Schedule A - Permanent Fitting Stations Instructions

Agencies may apply for this initiative to implement a permanent fitting station in one or more of their communities or to continue the operation of their existing fitting stations. This grant is not intended to fund one-time check-up events.

Grant applications MAY also be submitted to establish a special needs fitting stations at hospitals where hospital staff have been trained as certified Child Passenger Safety Technicians and Instructors **AND** have successfully completed the Special Needs Technician Training Curriculum form Riley Children's Hospital.

Agency must meet each of the following criteria to apply for Schedule A:

Agency **must have** certified Child Passenger Safety (CPS) Technicians and/or Instructors with current certification status to staff the fitting station. Technicians must complete a child safety seat check form for each car seat inspected. A current recall list must be used.

As the grant will not pay for salaries and overtime, the agency must allow its staff to operate the fitting station as part of their job duties. This is a community service and there will be no cost to the parent or caregiver for this service.

Agency must set a regular schedule of operation for the fitting station with consistent hours and dates of operation. This may be daily, weekly or monthly but should be consistent so that the public can rely on a regular schedule of availability. Seat inspections can be done by appointment or by drive up, depending on staffing capabilities. Mobile fitting stations must operate on a scheduled basis to designated locations. Each mobile fitting station must operate a minimum of once every three months.

Agency should have some type of liability insurance covering the fitting station activities. This may be through the lead agency such as fire or police department.

Agency must have a contact person that handles the administrative needs of the fitting station. This person is responsible for receiving phone calls from parents, scheduling appointments for inspections, coordinating day-to-day activities, submitting all reports and records, and making sure that checklist forms are completed. This person does not have to be a Technician but should be someone committed to the program and who has some basic awareness education.

Submit a Mid Year Progress Report by April 15 & a Final Progress Report by October 15

✓ I agree to the terms stated and will submit reports as outlined above.

Schedule A - Permanent Fitting Stations: Oneida County Sheriff's Office

- New Fitting Station
- Existing Fitting Station

This information will be posted as written on the GTSC and NHTSA web sites.

Fitting Station Name: Oneida County Sheriff's Office
 Fitting Station Location Street Address: 6065 Judd Road
 City: Oriskany Zip: 13424
 Name and Title of Station Contact Person: Sgt. Ronald Townsend
 Phone Number for Scheduling Appointments: 315-765-2735
 Station Contact Email: ratownsend@oneidacountysheriff.us
 Geographic Areas Served: County

Fitting Station Hours of Operation by Appointment (BE SPECIFIC):

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon.

Days of the Week: Seven Days per week by appointment
 Hours: 24 hours per day by appointment

Answer the following:

How many Child safety seats were inspected at your fitting station in the last six months? 14
 How many seats were given away during this period? 4
 Who schedules the appointments? Sgt. R. A. Townsend
 What is the average number of appointments scheduled in a month? 3
 How many technicians work at the fitting station? as needed
 Name of person who is or will be responsible for submitting progress reports to the GTSC. Sgt. Ronald Townsend
 Email address of person who is or will be responsible for submitting progress reports to the GTSC. ratownsend@oneidacountysheriff.us

 Schedule C - Child Safety Seat Check Events Instructions

The most efficient and cost effective way to reach a large audience is through the media. The media can help educate the public on the benefits of proper child safety seat use and the consequences of non-use. Invite the media to join your efforts in promoting child passenger safety. We encourage agencies to conduct child safety seat checks in rural areas, in low-income communities, and to target diverse populations.

Agencies applying for Schedule C must agree to the following:

Must have media involvement in promoting event(s) and the event(s) must be well publicized. (Examples are newspapers, magazines, radio, public access television, local news, prime time television, etc.)

A car seat check must be a separate event from a fitting station and not limited to appointments (Examples are events held at a shopping mall or auto dealership; held in conjunction with a community event).

Must have certified Child Passenger Safety Technicians to conduct the child safety seat inspections and installations.

Every event must have a Lead Checker(s) present to supervise and oversee the check event. The Senior Checker(s) assumes responsibility for ensuring that all children leave the event as safely as possible.

Must acknowledge the Governor's Traffic Safety Committee as one of the sponsors of the event.

Child safety seat check event information to the GTSC by e-mail to SafeNY@dmv.ny.gov **one month prior** to the event. To post event on the Child Passenger Safety Calendar on the GTSC web site, go to <http://www.safeny.com>.

Submit a Child Passenger Seat Check Progress Report to the Governor's Traffic Safety Committee within 5 business days after every car seat check event. The lead agency that sponsors the event should submit the report. Attach documents, press releases and print media coverage. If conducting events with other agencies that are using their resources, make sure that all agencies are credited on the report. Please note that the previous year's progress reports are reviewed in the grant application approval process.

Agency must conduct or participate in a seat check event during Child Passenger Safety Week.

✓ I agree to all terms and reporting responsibilities outlined above.*

Schedule C - Child Safety Seat Check Events

Name of Lead Checker: Sgt. Ronald Townsend

Number of safety seat check events planned for the grant period including the event during CPS week: 5

Name the media source(s) you plan on using:

a news release is emailed to all local news media to include, newspaper, radio and television.

Did you conduct the check events that were approved in last year's grant?*

✓

Yes

No

Did not have a Schedule C

Did you submit required progress reports for each event?*

✓

Yes

No

Did not have a Schedule C

If you answered No to either question above you must explain:
we did in 2010, we do not have a 2011 CPS Grant

Budget Summary

Original Request Amount \$6,000.00
Approved Amount

When planning your budget for child safety seats for the year, consider the number of hours the fitting station will be open, the number of child safety seat check events planned for the year, and any child safety seat checks that will be held in conjunction with trainings. **If this is not the first year of the grant, base your numbers on past experience and take into account the number of child safety seats still in your inventory. Click here to see a list of allowable costs.**

CHILD SAFETY SEATS: Rear-facing infant seats, Convertible seats with 5-point harness, Combination seats with 5-point harness, Booster seats - no back, Booster seats - high back, and Special needs restraints.

Total cost of child safety seats \$6,000

OTHER RELATED EXPENSES: (Items must be on the list of allowable costs described in the CPS Program Overview document.)

List all items to be purchased. Include the total combined dollar amount for all items on the "Total Other Related Expenses" line

ITEM

Training

Total cost other related expenses \$750
TOTAL GRANT AWARD \$6,750

Conditions

Conditions

- **Funds cannot be expended unless at least one technician listed on the grant retains current certification status from SAFE KIDS Worldwide.**
- The federal fiscal year runs from October 1 through September 30. Projects are funded for one year, and each project period must coincide with the federal fiscal year, with an October 1 start date and an ending date of September 30.
- Grant projects are funded for one year periods, based on the availability of federal funding and the performance of the grantee. A new application must be submitted each year.
- Grantee shall provide complete and accurate vouchers to the GTSC in order to receive payment. Vouchers submitted to the GTSC must contain all information and supporting documentation required by the Contract, the GTSC and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstance. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
- Costs charged to the grant need to be **necessary, reasonable and allocable.**
- Activities and items being charged to the grant must be directly related to the approved project objectives.
- The deadline for submitting vouchers for reimbursement of project costs is October 31. All allowable costs incurred during the grant year for use during the period of October 1 to September 30, must be claimed on a voucher and submitted to GTSC by October 31. NHTSA will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement. Vouchers must be submitted quarterly.
- Progress reports for Fitting Stations and Distribution Programs are due by April 15 and October 15.
- Progress reports for CPS Check Events and Awareness Training classes are due 5 days after each event/class.

Conditions

- GTSC will approve the purchase of a trailer based on the specific needs of the applicant. (Examples: storage limitations, CPS activity level, positive past CPS experience) Applicant must agree to maintain their CPS program for a period of 3 years. Failure to complete a 3 year agreement may result in the removal and reassignment of the purchased trailer for use in other areas. Applicants must justify the need for a storage trailer to GTSC. Any trailer requests in excess of \$4,500 will not be approved. Trailers must be used e exclusively for CPS sanctioned activities such as, child safety seat storage, CPS technician training, CPS awareness training classes, car seat check events, etc. Utilizing the trailer for non-CPS purposes or for private use will be considered a violation of the conditions for the trailer and may result in the trailer being reassigned by the GTSC .The trailer must acknowledge the GTSC as the sponsor and must clearly be identified as a CPS trailer through lettering, painting or graphics. It must be titled in the name of the grantee agency. A photocopy of the title and a photo of the finished trailer must be forwarded to the GTSC.

✓ I hereby certify to abide by all conditions, cost limits, and federal and state rules for grant administration.

Request for Application (RFA) Statement

Child Passenger Safety Program Request for Application (RFA) Statement

Grant applications are available through the eGrants system at SafeNY.com.

The application deadline is on or before **May 15, 2011**. CPS applications received after the deadline will not be considered for funding. Applications are due May 15th even when the 15th is a weekend day. The proposal application status in eGrants must be changed from "Proposal in Process" to "Submitted" by May 15th, applications that are not in the "Submitted" status by May 15th will be considered late and not considered for funding.

Local applications must be endorsed by the applicant's County Traffic Safety Board. The GTSC will not consider applications that have not been properly endorsed. Contact your County Traffic Safety Board as to the process for having your application endorsed.

If available funds are reduced, then funding will be distributed or reduced proportionally in the same manner as outlined in the RFA.

The grant funding cycle is 10/1 to 9/30.

Applicants should take care to address each of the components in the provided outline. The value assigned to each is an indication of the relative weight that will be given when scoring the Child Passenger Safety (CPS) application. Applications are considered on a jurisdictional basis. Grants are considered until all funds are obligated. CPS grants will be scored be on the following criteria.

1. Statement of Need – 30 points
2. Budget - 20 points
3. Prior CPS Activity and Reporting - 30 points
4. Strategic Assessment - 20 points

The Review Process

1. The GTSC may only approve program applications that meet the goals of the NYS Highway Safety Strategic Plan (HSSP) approved by the funding agency, National Highway Traffic Safety Administration. The HSSP may be read online at the GTSC website at SafeNY.com.
2. Applications that are received by the deadline are reviewed and evaluated by the Governor's Traffic Safety Committee. The review process is managed by the staff of the GTSC. GTSC member agencies also participate in the review process. Applications may be approved for funding only when they have passed the staff and management reviews, are endorsed by the GTSC member agencies and approved by the Commissioner of DMV, who is Chair of the GTSC.
3. Award decisions are based on past performance, demonstration of need, reasonableness of budget request and program plan, and availability of federal funding. Applicants must agree to perform the activities as described in the application.
4. Applications must receive a score of at least 60 in order to receive funding. Not all applications with a score of 60 may be funded based on the needs of the state's HSSP goals and the availability of federal funds.

Request for Application (RFA) Statement

5. GTSC staff may negotiate with applicants within the requirements to serve the best interests of the State's Highway Safety Strategic Plan and to maximize funding in a program area.

The GTSC Reserves the Right To:

1. Reject any or all applications received in response to this RFA.
2. Waive or modify minor irregularities in applications received after prior notification to the applicant.
3. Adjust or correct cost figures with the concurrence of the applicant.
4. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
5. Award grants based on geographic or regional considerations, or in specific program areas to serve the best interests of the state.

Term of Contract

Any contract resulting from this RFA will be effective only upon approval by the NYS Office of the State Comptroller. Contracts will be for one year periods.

Applications must address a fundable program area. The applicant must agree to terms and conditions set forth in the application and in the contract. The applicant shall comply with all federal, state, and local laws, regulations, policies, guidelines and requirements; including 2 CFR (Code of Federal Regulations) Part 215, 2 CFR Part 220, 2 CFR Part 225, 2 CFR Part 230, 23 CFR Part 1200, 49 CFR Part 18, 49 CFR Part 19, OMB (Office of Management and Budget) Circular A-102 and OMB Circular A-133

- ✓ I agree to the terms and conditions stated above.

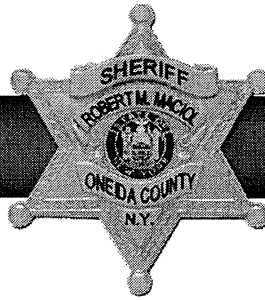
Endorsement

County TSB Endorsement Signature Required

All grant applications from local agencies **MUST be endorsed** by the Chair of the County Traffic Safety Board. Contact your County Traffic Safety Board regarding the process for having your application endorsed.

Once the Traffic Safety Board Chair has signed the application's endorsement page, it must be sent to the Governor's Traffic Safety Committee (GTSC). Applications can not be approved unless the GTSC has received a signed TSB endorsement page for this application.

- ✓ I acknowledge the requirement of the Traffic Safety Board endorsement signature.*

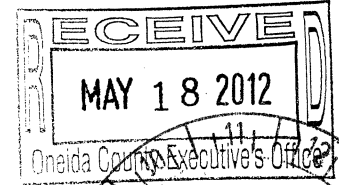


Sheriff Robert M. Maciol
Undersheriff Robert Swenszkowski

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

May 14, 2012

FN 20 12-264



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

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is again participating in the statewide Selective Traffic Enforcement Program (STEP) through agreement with the Governor's Traffic Safety Committee. These traffic law enforcement projects target speeding and aggressive driving, which includes failure to yield right of way, following too closely, unsafe passing or lane changing, disregarding traffic control devices including red light and stop sign running. I am pleased to be involved in this program again. Please refer to the attached letter from the Department of Motor Vehicles.

I am requesting a Supplemental Appropriation to be approved by the Board of Legislators to pay for overtime costs incurred for Deputy Sheriff's that are assigned to these details. The request is as follows:

A3120.103	Patrol- Overtime	\$10,360
A3387	State Aid: Safety Traffic	\$10,360

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff

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

Date: 5/23/12

cc: Tom Keeler, Budget Director



ANDREW M. CUOMO
Governor

STATE OF NEW YORK
GOVERNOR'S TRAFFIC SAFETY COMMITTEE
DEPARTMENT OF MOTOR VEHICLES



BARBARA J. FIALA
Chair

November 14, 2011

Sergeant Ronald Townsend
Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

Re: STEP-2012-Oneida Co SO -00119-(033)
Selective Traffic Enforcement Program (STEP)
EFFECTIVE DATE: October 1, 2011

Dear Sergeant Townsend:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that Oneida County has been awarded \$10,360 to participate in the statewide "Selective Traffic Enforcement Program." Our goal is to reduce aggressive driving and speeding. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller. Please review your approved budget as it may have been changed from the requested amount.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in this very important statewide program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Barbara J. Fiala
Chair and
Commissioner of Motor Vehicles

BJF:et
Enclosure
cc: Richard Antanavige
Anthony Carvelli

Selective Traffic Enforcement Program Overview

This document describes the Federal Fiscal Year 2012 Selective Traffic Enforcement (STEP) grant program that provides funding to law enforcement agencies to conduct dangerous driving related enforcement.

Consistent with New York State's ongoing commitment to reduce motor vehicle crashes and their resulting injuries and deaths, the Governor's Traffic Safety Committee (GTSC) is continuing to support a comprehensive grant program entitled "STEP" To Reduce Dangerous Driving Behaviors.

A Selective Traffic Enforcement Program (STEP) correlates crash causing traffic violations or behaviors with specific times and places of occurrence. This STEP grant program will fund speed, dangerous driving, aggressive driving, distracted driving and a number of other enforcement issues that will allow each participating agency to tailor its proposal to impact on its jurisdiction's specific traffic problems. All law enforcement agencies are encouraged to apply for this funding to supplement their existing traffic law enforcement efforts to reduce dangerous driving behaviors.

PROJECT DESIGN - Due to New York State's geographic size, diverse demographics, disparity in the size of law enforcement agencies, a "one size fits all" approach may not be the most effective mechanism to impact on the variety of issues confronting our traffic safety community. The STEP grant program promotes flexibility and encourages all participating agencies to design a project that targets their specific concerns and subsequently meets their traffic safety objectives. Program components should be carefully selected to address a definable local traffic safety problem. They include year long local initiatives as well as a statewide specific program defined by structured dates.

For federal fiscal year 2012, GTSC funded STEP projects may include dangerous driving related enforcement activities in the following areas: speeding, aggressive driving, distracted driving, pedestrian safety, motorcycle safety, routine commercial vehicle traffic enforcement and Operation Safe Stop pupil transportation.

Note: STEP funding for commercial vehicle activities will support only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions. STEP grant funds can not be used for weight details, commercial vehicle inspection operations or any other activity relating solely to commercial vehicles.

Operation Safe Stop is a statewide program targeting school bus violations during a coordinated special enforcement initiative. This activity may be supported under the STEP grant. All law enforcement agencies are strongly encouraged to participate in this statewide project and to report on their activities, whether or not grant funds are used to support it.

GENERAL GUIDELINES AND REQUIREMENTS - Funding for this program coincides with the federal fiscal year, October 1 - September 30. Grant funding must be primarily used to support dedicated overtime police patrols targeting identified traffic violations that increase the frequency and severity of crashes in the jurisdiction. Grant projects are funded for one year periods, based on the availability of federal funding and the performance of the grantee. A new application must be submitted each year.

Selective Traffic Enforcement Program Overview

The structured format of this application makes it possible for applying agencies to submit a complete and successful proposal inclusive of problem identification, objectives and enforcement strategies while addressing local needs and state priorities.

This application narrative states what your department is contractually agreeing to under the terms of the grant. This program is designed to support traffic law enforcement activities described in this application; but it does not fund sobriety checkpoints or any other specific alcohol, seatbelt enforcement efforts or, as previously noted, commercial vehicle inspections or weight details.

ALLOWABLE COSTS - This project is designed to reimburse participating agencies for personal services costs for dedicated traffic law enforcement activities and limited and justified project related equipment, commodities and travel to in-state GTSC related events. All budget requests must be properly documented and fully justified. The GTSC reserves the right to limit a maximum allowance for some equipment purchases. When preparing a budget, it is important to remember that federal guidelines permit the funding of some costs and specifically prohibits the funding of others. Please refer to the Highway Safety Program Guide for a list of allowable costs. If you have any questions on allowable and unallowable costs, consult the GTSC while preparing your application budget, and definitely before incurring the cost. Any equipment purchased under a GTSC grant must be obtained before July 31 so that it may be used during the project period.

REPORTING - The GTSC requires reporting of progress on all funded projects. Agencies are required to report all grant related activity twice annually; by April 15 for the first six months of the project and by October 15, for second half activity and the final report. Use the GTSC STEP Progress Report form. Information requested in this report includes the number of funded hours expended, traffic law enforcement activity, crash data for the period in question and a brief narrative explaining the project's progress and/or problems. This reporting is required regardless of the actual date of the contract or the type of activity undertaken during the period. All reporting is to be done through the eGrants system.

In addition to the two required reports, agencies that participate in Operation Safe Stop enforcement activities (dates to be announced) are requested to complete the Operation Safe Stop Enforcement Activity report. This report is done online, and the link is found on SafeNY.com.

VOUCHERING - The deadline for submitting vouchers for reimbursement of project costs is October 31. All allowable costs incurred during the grant year for use during the period of October 1 to September 30, must be claimed on a voucher and submitted to GTSC by October 31. The GTSC cannot reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement. Vouchers must be submitted on a quarterly basis. NHTSA will not reimburse late claims. Large commodity orders and equipment required to conduct the project activities as described in the approved grant budget must be ordered and received by July 31. For personal services reimbursement, we recommended the form, "Itemized Listing of Enforcement Hours" (PS-1), be submitted with the voucher. Agency must request reimbursement for actual officer pay rates.

Applying for STEP Grants

Applications must be submitted through the eGrants system. Applications must be submitted by May 15.

Selective Traffic Enforcement Program Overview

Traffic Safety Board Signature Required

Applications must be endorsed by the applicant's County Traffic Safety Board. The GTSC will not consider applications that have not been properly endorsed. Contact your County Traffic Safety Board regarding the process for having your application endorsed.

I agree to the terms and conditions stated above.*

Applicant And Project Information

Project Information

Project Title Selective Traffic Enforcement Program - STEP
Synopsis Selective traffic law enforcement projects targeting speeding, dangerous, aggressive and distracted driving, pedestrian safety, routine commercial vehicle and motorcycle enforcement projects and Operation Safe Stop.

Applicant Agency

Organization Address Oneida County Sheriff's Office
6065 Judd Road
Oriskany, NY 13424
Phone: 315-765-2200
Fax: 315-765-2205

Project Director Ronald Townsend
Contact Information Sergeant
6065 Judd Road
Oriskany, NY 13424
Phone: (315) 765-2735
Fax: (315) 736-7946
E-mail: ratownsend@oneidacountysheriff.us

CC Person Richard Antanavige

Fiscal Agent Anthony Carvelli
Contact Information Commissioner of Finance
800 Park Ave
Utica, NY 13501
Phone: (315)798-5750
Fax: (315)798-5242
E-mail: acarvelli@ocgov.net

I certify that this agency is in compliance with the New York State requirement to carry Workers' Compensation and Disability Insurance.*

If you are a government agency you must have a Payee ID.

If you are a nonprofit agency you must have a Federal ID.

If your DUNS number does not appear on this page, enter it in your Organization Information page. DUNS numbers are required.

Payee ID
Federal ID 15-6000-460
Charity ID
DUNS # 010781409

Jurisdiction

Applicant agency is a: *

City

Town

Village

County

Local NonProfit

State Agency

Statewide NonProfit

Select a county or statewide (state agencies) *

Oneida County - 033

Political District Served

State Assembly*	115th District 116th District
State Senate*	47th Senatorial District 49th Senatorial District
US House of Representatives*	New York 24th District

STEP Narrative

Fatalities and personal injuries resulting from motor vehicle crashes continue to be a serious societal problem. A large percentage of these traffic crashes can be directly attributed to speeding, dangerous driving, aggressive driving and distracted driving behaviors. While public information and education efforts help to prevent some of these incidents, directed traffic law enforcement is the proven key to reducing these dangerous behaviors and their resulting crashes.

This agency agrees to participate in the Governor's Traffic Safety Committee (GTSC) Federal Fiscal Year 2012 "STEP" To Reduce Dangerous Driving Behaviors Program. "STEP" is an acronym for Selective Traffic Enforcement Program, which refers to planned enforcement activities targeting identified crash causing traffic violations and/or behaviors at their specific times and places of occurrence.

As a participant in this program this agency agrees to analyze its crash problem with respect to where, when and why they are occurring and to develop enforcement strategies to prevent them. These strategies will primarily be targeted toward the identified crash causing violations. Enforcement activities relating to speeding, dangerous driving, aggressive driving, distracted driving, pedestrian, motorcycle, generic commercial vehicle and school bus safety may be included in this project.

Strategies may include traffic details, checkpoints, saturation patrols, dedicated roving patrols, corridor enforcement, or any other reasonable effort designed to reduce the jurisdiction's crash problem. Multi-agency efforts are highly effective and are strongly recommended. The coordination of selective traffic enforcement details in conjunction with other traffic safety programs is also encouraged; conducting these details during holiday weekends, or periods during state, county or regional special enforcement efforts can greatly increase their impact.

It is also understood that GTSC strongly encourages all STEP grantees to use a portion of this funding to participate in the annual statewide Operation Safe Stop (School Bus Safety) program.

This agency agrees to use the STEP funding provided by the GTSC, in a dedicated status, to support overtime selective enforcement patrols targeting identified crash causing violations. As previously noted, personal services funding is provided to support overtime activities; dedicated regular time expenditures will only be reimbursed for part-time officers, who by the nature of their employment are not eligible for overtime status. It is understood that grant funding will be used to supplement existing traffic law enforcement activities and that the agency will be required to specifically identify and justify costs attributed to this project, during the time period specified in this grant application. Agencies must voucher for the actual pay rate of the individual participating officers.

Finally, this agency agrees to report all STEP grant related activity twice annually, by April 15 and October 5. All reporting is to be done through the eGrants system.

I agree to the terms and conditions stated above.*

STEP Project Proposal

Define Your Specific Problem(s):

From your agency's crash and enforcement records, community concerns and officer input identify the traffic safety problem(s) that you will address in your STEP project. Include the size and scope of your problem(s), (supported by departmental data) including specific locations, times of day, days of week and contributing violations. (For example: speeding in school zones during school dismissal time on weekdays. OR Failure to obey the traffic signal at the intersection of Oak Street and Second Avenue on Friday and Saturday nights between 9:30 p.m. and 11:30 p.m.)

Speeding 1180 (all sub sections)

Following Too Closely 1129a

Traffic Control Disregarded 1111 (d1)

Failing to Yield Right of Way 1142 a

A majority of these crashes occur on Tuesday, Wednesday and Friday. Between the hours of 6:00am –10:00am, 11:00am – 3:00pm and 4:00pm – 8:00pm.

Roads that we have determined to be high risk crash areas are:

T/Annsville – Rt.69;

T/Augusta – Rt.26;

T/Boonville – Rt.12;

T/Camden – Hillsboro Rd., Rt.69, Rt.13;

T/Deerfield - Trenton Rd, Rt.8, Rt.12;

T/Florence – Florence Hill Rd.;

T/Floyd – Camroden Rd, Rt.365, Koenig Rd., Old Floyd Rd.;

T/Forestport – Rt.28;

T/Kirkland – Rt.12B, Rt.233, Rt.5;

T/Lee – Rt.26, Rt.69, Sleepy hollow Rd., Stokes Lee Center Rd.;

T/Marcy – Fox Rd., Rt.291, Rt.49;

T/Marshall – Rt.12, Sanger Hill Rd.;

T/New Hartford – Rt.5, Rt.5a, Rt.8;

T/Trenton – Rt.12, Rt.365;

T/Vernon – Peterboro St., Rt.31, Rt.5;

T/Verona – Patrick Rd., Rt.31, Rt.365, Rt.46;

T/Vienna – Kimball Rd., McConnellsville Rd., Rt.13,Rt.49;

T/Western – Gifford Hill rd., Rt.46, Stokes Westernville Rd.;

T/Westmoreland – Cooper St., Rt.233, Rt.26, Rt.5;

T/Whitestown – Airport Rd, Judd Rd, Rt.69, Halsey Rd.

STEP Project Proposal

State Your Project's Objective(s):

Explain what you intend to accomplish as a result of this project. Your objective(s) should be: specific, one particular activity or task per objective; measurable, use a number or a percentage to demonstrate the change you intend to make, action oriented, this relates to the activity that you will undertake and will be expanded upon in the following enforcement strategy section; realistic, design your objective to be challenging yet achievable; and timely, provide a time period for the completion of the activity and the comparison of data. Depending on the scope of your problem, you may have one or more objectives. (For example: Increase the number of speeding tickets issued on Pine Street between Second Avenue and the City line on weeknights from 6:30 p.m. to 9:00 p.m., by 15% over the course of the grant period, as compared to last year's date. OR To reduce the number of personal injury crashes in the county by 10% during the grant period as compared with last year's statistics).

The Oneida County Sheriff's Office has reviewed local crash data during the years 2007 through 2010. Through analytical analysis, the Sheriff's Office has identified several roads and highways as "High Crash Areas" (locations listed above). A benchmark of at least 12 accidents per high risk location was used. Local data indicates that the Sheriff's Office investigated 1628 accidents in 2007, 1575 in 2008, 1459 in 2009, and 1439 in 2010. Many of these accidents occurred on County Highways that we have identified as high risk crash areas. It is the goal of the Oneida County Sheriff's Office to further reduce the accident rate in these areas by a minimum of 7 percent, per year. The funding of this grant will enable the Sheriff's Office to concentrate in areas sustaining high crash rates, we will assign dedicated patrols to these "high risk crash areas". This will increase enforcement and visibility. This is an on going project, the statistics are reviewed each year. The total number of crashes investigated by this agency went down in these "high risk" areas comparing 2009 to 2010. Also, the number of personal injury accidents is down County wide. We have increased the number of tickets issued by this Agency as a direct result of our increased patrols. This would indicate that the program is working to reduce the number of crashes within our jurisdiction, therefore the program needs to be maintained in the future to help keep the number of crashes down.

STEP Project Proposal

Enforcement Strategy:

Explain how you intend to achieve your objectives: Use your problem identification as a basis to note and explain how your traffic law enforcement patrol tactics and strategies will be designed to reduce your traffic safety problem(s) and achieve your the objective(s). For example: (Assigning low profile unit on an overtime status on Elm Street during weekend evenings with special attention afforded to red light running at the intersection of Elm and Waters Street. OR Overtime STEP officers assigned to speeding patrols on weekend nights in the downtown area of the village.)

Via the funding from the GTSC STEP Grant, the Oneida County Sheriff's Office will dedicate overtime patrols to specifically targeted high risk crash areas listed above. Patrols will concentrate on Aggressive Driving violations and Unsafe Driving including, but not limited too; Fail to Yield Right of Way, Following to Close, Unsafe Passing, Lane Usage, Disregarded Traffic control Devices (red lights) and other applicable violation's of the NYS Vehicle and Traffic Law. Tactics will include multi-agency enforcement details, dedicated roving patrols, road checks and corridor enforcement. This will include using low profile units and multiple units with LIDAR.

The Sheriff's Office intends to increase Aggressive Driving summonses by a minimum of 10 percent. In addition to an increase in summonses issued; the presence of dedicated STEP patrols, will provide high visibility and deterrence of unsafe drivers and violators. This effort will help to achieve our goal of reducing crashes in high risk areas, by a minimum of 7 percent. We will continue this activity in the fall of 2011 into 2012. Overtime dedicated STEP patrols will be assigned to high risk areas, during hours when statistically most accidents occur. Information is derived from the data provided by GTSC as well as Sheriff's Office Local DATA.

STEP Project Proposal

Evaluation:

Explain how you will measure the outcome or results of your proposed project's activities. Your objectives can provide the basis for the evaluation process. For example: (A reduction of red light running related crashes in the city as compared to last year's figures. OR An increase in aggressive driving tickets issued in school zones as compared to the average of the previous three years).

In comparing data from 2008 to 2009 and 2009 to 2010, our previous goals and objectives were achieved and were successful. Evaluations are clear and concise. We intend to increase our summonses via the assistance of the GTSC STEP funding of dedicated patrols. With increased enforcement, summonses, visibility and deterrence, we hope to reduce the number of crashes in high risk areas. The data will show increases/decreases in accidents, incidents, and summonses issued. Analysis will determine trends, successes and areas of needed improvement.

Agency Specific Crash And Enforcement Data Sheet

Jurisdiction Profile

Agency Name	Oneida County Sheriff's Office	Population	231044
County	Oneida County	Road Miles	2856

Population figures can be found at: <http://quickfacts.census.gov/qfd/states/36000.html>

Find NYS Jurisdiction Road Miles at NYS DOT website:

<https://www.nysdot.gov/divisions/engineering/technical-services/highway-data-services/highway-mileage-summary>

Agency Profile

Total Sworn Personnel	76	Average Units Per Tour	7
Full Time Patrol Officers ¹	35	Part-time patrol officers ¹	0
Number Radar Certified	35	Number of Laser Certified	35

¹Only include officers who have general patrol duties that include traffic law enforcement. Total number of patrol hours worked by part-time officers in an average month.

Departmental Crash Data

Provide the following crash information for your agency from your departmental records. Use crash data specific to your jurisdiction, not general countywide statistics

Line	Year	Total Crashes	Fatal Crashes	Personal Injury Crashes
1	2008	1575	10	279
2	2009	1459	4	287
3	2010	1439	8	247
Three Year Average		1491	7	271

Number of MV104As filed by your department in 2010 1439

Departmental Traffic Law Enforcement Data

Line	Year	Total VTL Tickets ³	Speeding	Aggressive Driving ⁴
1	2008	8207	1818	1398
2	2009	7455	1840	1355
3	2010	5662	1618	1154
Three Year Average		7108	1759	1302

Be sure to include all VTL tickets written, not just the sum of, speeding and aggressive driving citations. Aggressive driving citations, for this proposal, include; failure to yield right of way, following too closely, unsafe lane change or passing, and traffic control disregard including red light and stop sign violations

Budget

Original Request Amount	\$26,600.00
Approved Amount	

Number of STEP Enforcement Hours enforcement hours, multiply by hourly pay rate¹

Number of Hours	Hourly Rate	Total Personnel Services
800	\$35	\$28,000

¹ Hourly pay rate - Estimate of average pay rate of eligible officers for budgeting purposes, rounded to the nearest dollar. However, agency must request reimbursement for actual officer pay rates.

GTSC does not reimburse fringe benefits costs on overtime.

OtherThan Personnel Service

Other costs must be related to grant activity. Each item must be listed separately and justified or it will not be considered for funding.

Item	Justification	Item Cost
-------------	----------------------	------------------

Total Other Than Personnel Services:	\$0
Total Funding Request:	\$28,000

Conditions

Conditions

- The federal fiscal year runs from October 1 through September 30. Projects are funded for one year, and each project period must coincide with the federal fiscal year, with an October 1 start date and an ending date of September 30.
- Grant projects are funded for one year periods, based on the availability of federal funding and the performance of the grantee. A new application must be submitted each year.
- Grantee shall provide complete and accurate vouchers to the GTSC to receive payment. Vouchers submitted to the GTSC must contain all information and supporting documentation required by the Contract, the GTSC and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstance. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
- Costs charged to the grant need to be necessary, reasonable and allocable.
- Activities and items being charged to the grant must be directly related to the approved project objectives.
- Public Information and Education material, products or campaigns developed for this project must have prior GTSC approval for content and text or be subject to non-reimbursement. Materials must include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee."
- Large commodity orders and equipment required to conduct the project activities as described in the proposal must be ordered and received by July 31.
- The deadline for submitting vouchers for reimbursement of project costs is October 31. All allowable costs incurred during the grant year for use during the period of October 1 to September 30, must be claimed on a voucher and submitted to GTSC by October 31. NHTSA will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement. Vouchers must be submitted quarterly.
- Progress reports are due April 15 and October 15.

✓ I hereby certify to abide by all conditions, cost limits, and federal and state rules for grant administration.*

Request For Application (RFA) Statement

STEP Standard Request for Application (RFA) Statement

Grant applications are available through the eGrants system at SafeNY.com.

The application deadline is on or before **May 15, 2011**. STEP applications received after the deadline will not be considered for funding. Applications are due May 15th even when the 15th is a weekend day. The proposal application status in eGrants must be changed from "Proposal in Process" to "Submitted" by May 15th, applications that are not in the "Submitted" status by May 15th will be considered late and not considered for funding.

Local applications must be endorsed by the applicant's County Traffic Safety Board. The GTSC will not consider applications that have not been properly endorsed. Contact your County Traffic Safety Board as to the process for having your application endorsed.

If funds become available or if available funds are reduced, then funding will be distributed or reduced proportionally in the same manner as outlined in the RFA.

The grant funding cycle is 10/1 to 9/30.

Applicants should take care to address each of the components in the provided outline. The value assigned to each is an indication of the relative weight that will be given when scoring the Selective Traffic Enforcement Program (STEP) application. Applications are considered on a jurisdictional basis. Grants are considered until all funds are obligated. STEP grants will be scored on the following criteria.

1. Needs Assessment - 25 points
2. Work Plan Assessment - 25 points
3. Budget - 20 points Trends, Reporting and Past Performance - 20 points
4. Strategic Assessment - 10 points

The Review Process:

1. The GTSC may only approve program applications that meet the goals of the NYS Highway Safety Strategic Plan (HSSP) approved by the funding agency, National Highway Traffic Safety Administration. The HSSP may be read online at the GTSC website at SafeNY.com.
2. Applications that are received by the deadline are reviewed and evaluated by the Governor's Traffic Safety Committee. The review process is managed by the staff of the GTSC. GTSC member agencies also participate in the review process. Applications may be approved for funding only when they have passed the staff and management reviews, are endorsed by the GTSC member agencies and approved by the Commissioner of DMV, who is Chair of the GTSC.
3. Award decisions are based on past performance, demonstration of need, reasonableness of budget request and program plan, and availability of federal funding. Applicants must agree to perform the activities as described in the application.
4. Applications must receive a score of at least 60 in order to receive funding. Not all applications with a score of 60 may be funded based on the needs of the state's HSSP goals and the availability of federal funds.
5. GTSC staff may negotiate with applicants within the requirements to serve the best interests of the

Request For Application (RFA) Statement

State's Highway Safety Strategic Plan and to maximize funding in a program area.

The GTSC Reserves the Right To:

1. Reject any or all applications received in response to this RFA.
2. Waive or modify minor irregularities in applications received after prior notification to the applicant.
3. Adjust or correct cost figures with the concurrence of the applicant.
4. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
5. Award grants based on geographic or regional considerations, or in specific program areas to serve the best interests of the state.

Term of Contract

Any contract resulting from this RFA will be effective only upon approval by the NYS Office of the State Comptroller. Contracts will be for one year periods.

Applications must address a fundable program area. The applicant must agree to terms and conditions set forth in the application and in the contract. The applicant shall comply with all federal, state, and local laws, regulations, policies, guidelines and requirements; including 2 CFR (Code of Federal Regulations) Part 215, 2 CFR Part 220, 2 CFR Part 225, 2 CFR Part 230, 23 CFR Part 1200, 49 CFR Part 18, 49 CFR Part 19, OMB (Office of Management and Budget) Circular A-102 and OMB Circular A-133.

✓ I agree to the terms and conditions stated above.*

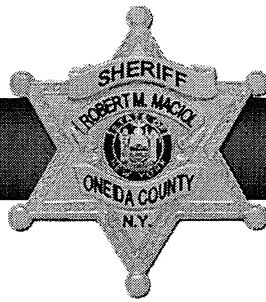
Endorsement

County TSB Endorsement Signature Required

All grant applications from local agencies **MUST be endorsed** by the Chair of the County Traffic Safety Board. Contact your County Traffic Safety Board regarding the process for having your application endorsed.

Once the Traffic Safety Board Chair has signed the application's endorsement page, it must be sent to the Governor's Traffic Safety Committee (GTSC). Applications can not be approved unless the GTSC has received a signed TSB endorsement page for this application.

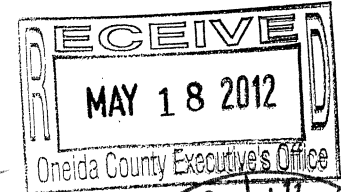
- ✓ I acknowledge the requirement of the Traffic Safety Board endorsement signature.*



Sheriff Robert M. Maciol
Undersheriff Robert Swenszkowski

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

May 14, 2012



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

FN 20 12-265

PUBLIC SAFETY
WAYS & MEANS



Dear County Executive Picente:

The Sheriff's Office is again participating in "Buckle Up New York" being administered out of the State of New York Governor's Traffic Safety Committee. This is a statewide, high visibility campaign designed to save lives and reduce the severity of injuries by increasing seatbelt use. Please refer to the attached letter from the State Department of Motor Vehicles.

Special details will be performed by Sheriff's Deputies on overtime assignments specifically committed for this purpose. A supplemental appropriation is needed to allocate funding into the Law Enforcement Budget for this purpose as follows:

A3120.103	Law Enforcement- Overtime	\$1,715
A3387	State Aid: Safety Traffic	\$1,715

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 5/23/12

cc: Tom Keeler, Budget Director



ANDREW M. CUOMO
Governor

STATE OF NEW YORK
GOVERNOR'S TRAFFIC SAFETY COMMITTEE
DEPARTMENT OF MOTOR VEHICLES



BARBARA J. FIALA
Chair

October 17, 2011

Sergeant Ronald Townsend
Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

Re: BUNY-2012-Oneida Co SO -00207-(033)
"BUCKLE UP NEW YORK!"
EFFECTIVE DATE: October 1, 2011

Dear Sergeant Townsend:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that Oneida County has been awarded \$1,715 to participate in the statewide "BUCKLE UP NEW YORK!" campaign. Our goal is to increase seat belt usage in an effort to reduce serious injury or death from traffic crashes. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller. Please review your approved budget as it may have been changed from the requested amount.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in this very important statewide program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Barbara J. Fiala
Chair and
Commissioner of Motor Vehicles

BJF:et
Enclosure
cc: Richard Antanavige
Anthony Carvelli

Buckle Up New York Project Overview

This document describes the Federal Fiscal Year 2012 Buckle Up New York (BUNY) grant program that provides funding to police agencies to conduct seat belt enforcement.

"Buckle Up New York (BUNY), Click it or Ticket" is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use. The Governor's Traffic Safety Committee (GTSC) has set a strategic goal to increase the observed statewide seat belt use rate and to decrease unrestrained occupant fatalities in passenger vehicles. The strategies identified for accomplishing these goals include high visibility enforcement; public information and education.

To achieve these goals, the following objectives have been established for the BUNY program:

- Increase the safety restraint usage rate for front seat motor vehicle occupants.
- Increase knowledge and awareness of the importance of safety restraint use.
- Target low use areas and groups for increased awareness and/or enforcement.

Program Description

Buckle Up New York, Click it or Ticket will continue to utilize a proven model of high-visibility enforcement mobilizations (waves) coupled with public information and education. There will be two enforcement periods. The first will be known as the "expanded enforcement period" and will begin on October 1, 2011 and will terminate on April 1, 2012. The second period will be the May mobilization wave, which will be May 21 - June 4, 2012. **Participation in the May mobilization is mandatory, as is reporting enforcement activity to the GTSC.**

Enforcement Mobilization Dates:

October 1, 2011 - April 1, 2012 - Expanded enforcement period.

May 21 - June 4, 2012 – May enforcement mobilization wave - mandatory participation.

The GTSC BUNY grant program funds police agencies to participate in this statewide effort. The fundamental components of the BUNY program are:

1. High-visibility, zero-tolerance enforcement – Achieved through law enforcement using checkpoints and saturation and including multi-agency patrols where possible.
2. Increase visibility by using the media to report your efforts and results.
3. Target low-use areas or groups based upon geography, demographics and/or vehicle types.
4. Report your grant activities to the GTSC.

Requirements

To qualify for a BUNY grant, applicants must agree to:

- Participate in the BUNY enforcement campaign as described in the Project Narrative.
- Complete a grant application, which includes a short worksheet.
- Have a department mandatory seatbelt policy that requires seatbelt use by their officers (barring exigent circumstances) in order to qualify for this grant. Background - More police officers die as the result of on-duty motor vehicle crashes than from violent assaults.

Buckle Up New York Project Overview

Seatbelts reduce the risk of death to front seat occupants in a motor vehicle crash by 45%. In addition, police officers, particularly those in marked patrol vehicles, are highly visible to the public. If officers are not wearing their seatbelts, it sets a poor example and sends conflicting messages to the public, notwithstanding the fact that police are exempt from the seatbelt law. By now, most police departments nationwide have adopted a seatbelt policy that mandates seatbelt use by their officers. Copies of a sample policy are available from the New York State Association of Chiefs of Police and the New York State Sheriff's Association.

Conduct the following three additional activities:

- Conduct at least one observational seatbelt survey in your jurisdiction no later than June 30 2012 and report the results to the GTSC.
- Conduct occupant protection roll-call video training for all patrol officers working on grant related activities.
- Conduct at least one type of earned media contact for each mobilization.

Report grant activities to the GTSC.

Reporting

Grantees must report their mobilization data directly to the GTSC, both for the "expanded enforcement period" and the mandatory May mobilization. Reporting is to be done online, through the eGrants system. Timely on-line reporting is mandatory and will have a direct impact on future funding requests for ALL grant applications.

Timetable and Reporting Deadlines

Event	Event Dates	Reporting Deadline
Expanded enforcement period	October 1, 2011 - April 1, 2012	April 15- Mid year report
May Mobilization	May 21 - June 4, 2012	June 20, 2012
Observational Use Survey Due	May be done October - June	No later than June 30, 2012
Final Voucher Submissions		July 31, 2012

Reimbursement Vouchers

The GTSC grant award period is based on the federal fiscal year, October 1 through September 30. However, because the Buckle Up New York grant activities end at the conclusion of the May mobilization, the deadline for submitting vouchers to the GTSC for the BUNY grant is July 31, 2012. NHTSA will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement. Vouchers must be submitted on a quarterly basis. NHTSA will not reimburse late claims.

Applying for BUNY Grants

Applications must be submitted through the eGrants system. Applications must be submitted by May 15.

Buckle Up New York Project Overview

Traffic Safety Board Signature Required

BUNY applications must be endorsed by the applicant's County Traffic Safety Board. The GTSC will not consider applications that have not been properly endorsed. Contact your County Traffic Safety Board regarding the process for having your application endorsed.

- ✓ I agree to the terms and conditions stated above.*

Applicant And Project Information

Project Information

Project Title **Buckle Up New York, Click it or Ticket**
Synopsis A statewide, high-visibility enforcement and public information and education campaign designed to save lives and reduce the severity of injuries by increasing seatbelt use.

Applicant Agency

OrganizationAddress Oneida County Sheriff's Office
 6065 Judd Road
 Oriskany, NY 13424
 Phone: 315-765-2200
 Fax: 315-765-2205

Project Director Ronald Townsend
Contact Information Sergeant
 6065 Judd Road
 Oriskany, NY 13424
 Phone: (315) 765-2735
 Fax: (315) 736-7946
 E-mail: ratownsend@oneidacountysheriff.us

CC Person Richard Antanavige

Fiscal Agent Anthony Carvelli
Contact Information Commissioner of Finance
 800 Park Ave
 Utica, NY 13501
 Phone: (315)798-5750
 Fax: (315)798-5242
 E-mail: acarvelli@ocgov.net

✓ I certify that this agency is in compliance with the New York State requirement to carry Workers' Compensation and Disability Insurance.

If you are a government agency you must have a Payee ID.

If you are a nonprofit agency you must have a Federal ID.

If your DUNS number does not appear on this page, enter it in your Organization Information page. DUNS numbers are required.

Payee ID
 Federal ID 15-6000-460
 Charity ID
 DUNS # 010781409

Jurisdiction

Applicant agency is a: *

City

Town

Village

County

Local NonProfit

State Agency

Statewide NonProfit

Select a county or statewide (state agencies) *

Oneida County - 033

Political District Served

State Assembly*	115th District 116th District
State Senate*	47th Senatorial District 49th Senatorial District
US House of Representatives*	New York 24th District

Project Narrative

As grantee, this agency agrees to participate in the statewide Buckle Up New York, Click it or Ticket enforcement campaign. Buckle Up New York is a high-visibility, multi-agency program, the objective of which is to raise the seatbelt compliance rate.

Grantee agrees to follow the guidelines as outlined in the Overview and Instructions section of this application. Specifically, grantees will participate in the May mobilization which is mandatory and may elect to participate in the November Wave and/or the Expanded Wave.

Expanded Enforcement Period" - October 1, 2011 through April 1, 2012

May Mobilization - May 21 through June 4, 2012, Mandatory to participate.

The GTSC BUNY grant program funds police agencies to participate in this statewide effort utilizing the fundamental components provided:

1. High-visibility, zero-tolerance enforcement – Achieved through law enforcement using checkpoints and saturation and including multi-agency patrols where possible.
2. Increase visibility by using the media to report your efforts and results.
3. Target low-use areas or groups based upon geography, demographics and/or vehicle types.
4. Report your BUNY grant activities to the GTSC.
5. Officers assigned to BUNY details, whether on straight time or overtime status, will be in a dedicated seatbelt enforcement status.

These enforcement activities will be supported with media messages and outreach, at the national, state and local levels. Therefore, grantee agrees to conduct earned media activities at the local level in support of these enforcement efforts. Those grantees that elect to participate in the "Expanded Period" must conduct media activities to support their enforcement efforts and may coordinate activities with the Division of State Police during the traditional November wave period - Contact the Troop Traffic Section in your area to participate.

Grantee will report their mobilization data directly to the GTSC, for both "expanded enforcement period" and the May mobilization. Reporting is mandatory. Reports are due April 15 and the mobilization enforcement report will be due immediately after the May mobilization wave, June 20th.

Grantee must have a department seatbelt policy that requires mandatory seatbelt use by their officers in order to qualify for this grant. Submit a copy of your policy to the GTSC. Policy MUST be uploaded in this system. Copies of a sample policy are available from the New York State Association of Chiefs of Police and the New York State Sheriff's Association.

In addition, grantee agrees to conduct the following three activities:

1. Conduct at least one observational seatbelt survey in your jurisdiction between October 1st and June 30th and submit results to the GTSC. A sample survey instrument is available online at <http://safeny.com/hsforms.htm>.
2. Conduct occupant protection roll-call video training for all patrol officers working on grant related activities. Copies of video provided free of charge by the GTSC.
3. Conduct at least one type of earned media contact for each mobilization and submit copies to

Project Narrative

the GTSC (examples: letter to editor, press release, newspaper story, etc.). Media kits are available online at <http://www.nhtsa.dot.gov/> and include sample documents (must upload).

✓ I agree to the terms and conditions stated above.*

Did your agency receive an FY2011 BUNY grant award? Yes No *

If no, skip to the next section

If yes, complete the following:

Total FY2011 Award: \$0*
 Expanded: \$0*
 May Mobilization: \$0*

If your request for FY 2012 funding exceeds ten percent of your FY2011 award please provide justification we were not funded in 2011*

Number of patrol officers (NOT TOTAL SWORN PERSONNEL) in your department:

Patrol Officers are those individuals who routinely write traffic tickets and may include supervisory personnel who routinely cite violators. Only include "Part Time" officers if they will be participating in the enforcement.

Enter 0 if none

Full Time 35
 Part Time 0

Population of jurisdiction served by department: 231044

Population figures can be found at: <http://quickfacts.census.gov/qfd/states/36000.html>

Local Seatbelt use rate (from local surveys): 78%

Report of restraint use in crashes in your county.

Data obtained online at the GTSC county website, [href="http://safeny.com/hsdata.htm"](http://safeny.com/hsdata.htm)target="new"><http://safeny.com/hsdata.htm>, "Safety Restraint Use Report." To complete this table, refer to the **2009 Data Packet. Use Table 8P Reported Safety Equipment Used**, found in Section 1 of the report. Enter the **percent** of Motor Vehicle Occupants killed or injured.

	2007 % K&A* Occupants	2008 % K&A* Occupants	2009 % K&A* Occupants
No restraint used	6%	5%	7%
Restraint used	92%	93%	91%

*Note: K&A denotes occupants killed (K) or seriously injured (A) in a crash.

Number of seatbelt tickets written by your department:

Enter 0 if none

2006 406 2007 386 2008 248 2009 196 2010 179

Trend of seatbelt enforcement in your county as a whole (all police agencies combined) over the last four years. This data can be obtained from the GTSC county data website, <http://safeny.com/hsdata.htm>. Go to County Data Reports, then to your county, then to the page with "TSLED Tickets Issued for Selected Violations by Enforcement Agency."

Trend:* Up ✓ Down Constant

Comments:

BUNY Worksheet - Part 2

- ✓ **Department Seatbelt Policy** - This agency has a mandatory seatbelt use policy in place. Applicants **MUST** submit an electronic copy to complete this application. *

Grantees must have a department seatbelt policy that requires seatbelt use by their officers (barring exigent circumstances) to qualify for this grant. The policy may be a part of the department's manual of policy and procedures, or in memo format for the department CEO. Copies of a sample policy are available from the New York State Association of Chiefs of Police and the New York State Sheriff's Association.

http://grants.gtsc.ny.gov/_Upload/81613-BMP42.03SEATBELTS.doc

BUNY Worksheet - Part 3

Grantees must agree to conduct the following three activities. Acknowledge your agreement to perform these activities by checking each of the boxes below.

- ✓ Conduct at least one observational seatbelt survey in your jurisdiction between October 1st, 2011 and June 30th, 2012 and submit the results to GTSC. A sample survey instrument is available online at <http://safeny.com/hsforms.htm>.
- ✓ Conduct occupant protection roll-call video training for all patrol officers working on grant related activities. Copies of video provided free of charge by the GTSC. Call for a copy, 518-474-5111.
- ✓ Media Contact - Conduct at least one type of earned media contact for each mobilization and submit a copy to GTSC (examples: letter to editor, press release, newspaper story, etc.) Media kits are available online at <http://www.nhtsa.dot.gov/> and include sample documents.

Budget

Original Request Amount

Approved Amount

	Number of Hours	X	Multiple by hourly pay rate ¹	=	Total
Expanded enforcement period October 1, 2011 - April 1, 2012	70	X	\$35.00	=	\$2,450
May 2012 Mobilization ² May 21 - June 4, 2012	70	X	\$35.00	=	\$2,450
Total Hours	140		Total Personal Services		\$4,900

¹ Hourly Pay rate - This is an estimate of the average pay rate of the officers eligible to participate in BUNY. This rate is for budgeting and planning purposes and must be rounded to the nearest whole dollar amount. When requesting reimbursement, the **actual** pay rates of the participating officers **must** be used. **GTSC does not reimburse fringe benefits costs on overtime.**

² Hours requested for May mobilization **must** be used during May mobilization and cannot be transferred to the expanded enforcement period. Participation in May mobilization is mandatory.

Conditions

Conditions

- The federal fiscal year runs from October 1 through September 30. Projects are funded for one year, and each project period must coincide with the federal fiscal year, with an October 1 start date and an ending date of September 30.
- Grant projects are funded for one year periods, based on the availability of federal funding and the performance of the grantee. A new application must be submitted each year.
- Grantee shall provide complete and accurate vouchers to the GTSC to receive payment. Vouchers submitted to the GTSC must contain all information and supporting documentation required by the Contract, the GTSC and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstance. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
- Costs charged to the grant need to be **necessary, reasonable and allocable**.
- Activities and items being charged to the grant must be directly related to the approved project objectives:
- The deadline for submitting vouchers for reimbursement of BUNY project costs is July 31. All allowable costs incurred during the grant year for use during the period of October 1 to June 4, must be claimed on a voucher and submitted to GTSC by July 31. NHTSA will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement. Vouchers must be submitted quarterly
- Progress reports for the Expanded enforcement are due by April 15 and reports for the May mobilization are due by June 20, 2012.

✓ I hereby certify to abide by all conditions, cost limits, and federal and state rules for grant administration.*

Request For Application (RFA) Statement

Buckle Up NY (BUNY) Standard Request for Application (RFA) Statement

Grant applications are available through the eGrants system at SafeNY.com.

The application deadline is on or before **May 15, 2011**. BUNY applications received after the deadline will not be considered for funding. Applications are due May 15th even when the 15th is a weekend day. The proposal application status in eGrants must be changed from "Proposal in Process" to "Submitted" by May 15th, applications that are not in the "Submitted" status by May 15th will be considered late and not considered for funding.

Local applications must be endorsed by the applicant's County Traffic Safety Board. The GTSC will not consider applications that have not been properly endorsed. Contact your County Traffic Safety Board regarding the process for having your application endorsed.

If available funds are reduced, then funding will be distributed or reduced proportionally in the same manner as outlined in the RFA.

The grant funding cycle is 10/1 to 9/30.

Applicants should take care to address each of the components in the provided outline. The value assigned to each is an indication of the relative weight that will be given when scoring the Buckle Up New York (BUNY) application. Applications are considered on a jurisdictional basis. Grants are considered until all funds are obligated. BUNY grants will be scored on the following criteria.

1. Enforcement Activity - 40 points
2. Budget - 20 points
3. Needs Assessment - 20 points
4. Trends, Reporting and Past Performance - 20 points

The Review Process

1. The GTSC may only approve program applications that meet the goals of the NYS Highway Safety Strategic Plan (HSSP) approved by the funding agency, National Highway Traffic Safety Administration. The HSSP may be read online at the GTSC website at SafeNY.com.
2. Applications that are received by the deadline are reviewed and evaluated by the Governor's Traffic Safety Committee. The review process is managed by the staff of the GTSC. GTSC member agencies also participate in the review process. Applications may be approved for funding only when they have passed the staff and management reviews, are endorsed by the GTSC member agencies and approved by the Commissioner of DMV, who is Chair of the GTSC.
3. Award decisions are based on past performance, demonstration of need, reasonableness of budget request and program plan, and availability of federal funding. Applicants must agree to perform the activities as described in the application.
4. Applications must receive a score of at least 60 in order to receive funding. Not all applications with a score of 60 may be funded based on the needs of the state's HSSP goals and the availability of federal funds.

Request For Application (RFA) Statement

5. GTSC staff may negotiate with applicants within the requirements to serve the best interests of the State's Highway Safety Strategic Plan and to maximize funding in a program area.

The GTSC Reserves the Right To:

1. Reject any or all applications received in response to this RFA.
2. Waive or modify minor irregularities in applications received after prior notification to the applicant.
3. Adjust or correct cost figures with the concurrence of the applicant.
4. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
5. Award grants based on geographic or regional considerations, or in specific program areas to serve the best interests of the state.

Term of Contract

Any contract resulting from this RFA will be effective only upon approval by the NYS Office of the State Comptroller. Contracts will be for one year periods.

Applications must address a fundable program area. The applicant must agree to terms and conditions set forth in the application and in the contract. The applicant shall comply with all federal, state, and local laws, regulations, policies, guidelines and requirements; including 2 CFR (Code of Federal Regulations) Part 215, 2 CFR Part 220, 2 CFR Part 225, 2 CFR Part 230, 23 CFR Part 1200, 49 CFR Part 18, 49 CFR Part 19, OMB (Office of Management and Budget) Circular A-102 and OMB Circular A-133

I agree to the terms and conditions stated above.*

Endorsement

County TSB Endorsement Signature Required

All grant applications from local agencies **MUST be endorsed** by the Chair of the County Traffic Safety Board. Contact your County Traffic Safety Board regarding the process for having your application endorsed.

Once the Traffic Safety Board Chair has signed the application's endorsement page, it must be sent to the Governor's Traffic Safety Committee (GTSC). Applications can not be approved unless the GTSC has received a signed TSB endorsement page for this application.

- ✓ I acknowledge the requirement of the Traffic Safety Board endorsement signature.*



Sheriff Robert M. Maciol
Undersheriff Robert Swenszkowski

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

April 25, 2012

FN 20 17 - 266

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

PUBLIC SAFETY



WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval for the renewal of the Central New York Psychiatric Center contract with Monroe County.

The Sheriff's Office has previously contracted with Monroe County to offer its inmates security services during the time that Monroe County inmates undergo psychiatric care at the Central New York Psychiatric Center, located in Marcy, New York. This agreement has been, and will continue to be, an important source of revenue for the Sheriff's Office.

Consequently, the Sheriff's Office is currently seeking to renew this agreement with Monroe County, which would commence on January 1, 2012, and expire on December 31, 2013. The aforementioned county agrees to pay the Sheriff's Office \$165.00 per inmate, per day, for the security services rendered by the Sheriff's Office.

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

Sincerely,

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 5/16/12

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

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

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

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

Oneida County Department/Office: Sheriff's Office

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Oneida County Sheriff's Office

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

Title of Activity or Service: Security Services at the CNY Psychiatric Center

Proposed Dates of Operation: January 1, 2012 – December 31, 2013

Client Population/Number to be Served: For inmates who are in need of psychiatric care and meet Section 508 of Correction Law criteria

Summary Statements

1) Narrative Description of Proposed Services: Oneida County Sheriff's Office provision of security services at the CNY Psychiatric Center

2) Program/Service Objectives and Outcomes: Guarding contracted county's inmates as they obtain psychiatric care and treatment at the CNY Psychiatric Center

3) Program Design and Staffing: 24-7 security coverage of contracted county's inmates at the CNY Psychiatric Center

Total Funding Requested: None

Account #: A2270 (revenue)

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: \$165.00 per day/per inmate (revenue)

Past Performance Data: N/A

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

AGREEMENT

THIS AGREEMENT, made this **first** day of **January 2012**, by and between the **County of Oneida**, a municipal corporation of the State of New York, with offices at 6065 Judd Road, Oriskany, New York 13424, hereinafter called "**Oneida**", through the offices of the Oneida County Sheriff, hereinafter called "**Sheriff**" and the **County of Monroe** a municipal corporation of the State of New York with offices at 39 West Main St., Rochester, New York 14614 hereinafter called "**Contract County**"

WITNESSETH....

WHEREAS, the Central New York Psychiatric Center Forensic Unit provides services at the Central New York Psychiatric Center, located at P. O. Box 300, 9005 Old River Road, Marcy, New York, 13403, County of Oneida; and

WHEREAS, said Forensic Unit has the capability of providing services for the Sheriff's Departments of surrounding counties which may have inadequate facilities for treating mentally ill inmates; and

WHEREAS, such Forensic Unit is located in Oneida County and the Contract County has need, from time to time, to have prisoners treated at the Central New York Psychiatric Center; and

WHEREAS, the Oneida County Sheriff is able to provide security services at the Central New York Psychiatric Center Forensic Unit; and

WHEREAS, the New York State Correction Law provides for the designation of substitute jails, and for the removal of prisoners from a jail to appropriate facilities for care and treatment; and

WHEREAS, the parties hereto wish to confirm their understanding and make an agreement pursuant to Section 508 of the Correction Law for security at the Central New York Psychiatric Center, in Marcy, New York for Contract County's inmates who are in need of psychiatric care; and

WHEREAS, the parties acknowledge that Central New York Psychiatric Center will provide in-patient psychiatric services to Contract County's inmates who meet the criteria of Section 508 of the New York State Correction Law conditioned upon available bed space and the recommendations of the examining psychiatrist at the Central New York Psychiatric Center.

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

1. The Contract County agrees to complete and obtain all applications and certificates required by Section 508 of the New York State Correction

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

On this 12th day of April, 2012, before me, the subscriber, personally came **Maggie Brooks**, to me known, who, being by me duly sworn, did depose and say that she resides in **Monroe County** New York; that she is the **County Executive** of the Contract County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name thereto by virtue of such authority.

Mary Beth Musto

Notary Public

Mary Beth Musto
Notary Public State of New York
Monroe County
Commission Expires Sept. 25, 2014

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

On this 25th day of APRIL, 2012, before me, the subscriber, personally came **Robert M. Maciol** to me known, who, being by me duly sworn, did depose and say that he resides in the County of **Oneida**, New York; that he is the **SHERIFF** of the County of **Oneida**, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name thereto by virtue of such authority.

Susan M. Goding

Notary Public

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

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

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

Notary Public

By Legislators Antelli, Hanna and Barker

Intro. No. 346

RESOLUTION NO. 264 OF 2009 ✓

AUTHORIZING INTERMUNICIPAL AGREEMENT WITH ONEIDA COUNTY FOR SERVICES AT CENTRAL NEW YORK PSYCHIATRIC CENTER FOR MONROE COUNTY INMATES

BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF MONROE, as follows:

Section 1. The County Executive, or her designee, is hereby authorized to execute an intermunicipal agreement, and any amendments thereto, with Oneida County, for services provided by the Oneida County Sheriff's Office for Monroe County inmates who require and receive mental health treatment at the Central New York Psychiatric Center, at the rate of \$140 per inmate per day, in an amount not to exceed \$25,000 per year, for the period of January 1, 2010 through December 31, 2010, with the option to extend the agreement for five (5) additional one-year periods, at a rate not to exceed \$170 per inmate, per day, upon mutual agreement of the parties.

Section 2. Funding for this contract is included in the proposed 2010 operating budget of the Office of the Sheriff, fund 9001, funds center 3804050000, Jail Security Unit.

Section 3. This resolution shall take effect in accordance with Section C2-7 of the Monroe County Charter.

Intergovernmental Relations Committee; October 27, 2009 - CV: 5-0
Public Safety Committee; October 26, 2009 - CV: 9-0
Ways and Means Committee; October 28, 2009 - CV: 11-0
File No. 09-0323

ADOPTION: Date: November 10, 2009 Vote: 29-0

ACTION BY THE COUNTY EXECUTIVE

APPROVED: ✓ VETOED: _____

SIGNATURE: Maggie Brooks

DATE: 11/17/09

EFFECTIVE DATE OF RESOLUTION: 11/17/09

<u>1/1/10 - 12/31/10</u>	<u>✓</u>	<u>K</u>
<u>1/1/11 - 12/31/11</u>	<u>✓</u>	<u>1</u>
<u>1/1/12 - 12/31/12</u>	<u>✓</u>	<u>2</u>
<u>1/1/13 - 12/31/13</u>	<u>✓</u>	<u>3</u>
<u>1/1/13 - 12/31/14</u>		<u>4</u>
<u>1/1/15 - 12/31/15</u>		<u>5</u>

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

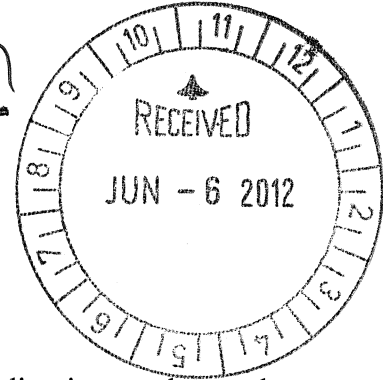
DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

May 24, 2012

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

FN 20 12-267

PUBLIC WORKS WAYS & MEANS



Dear County Executive Picente,

Asbestos Abatement on the 6th floor of the Oneida County Office Building is complete and reconstruction will begin in February 27, 2012. The 3rd floor is scheduled to be abated and reconstructed upon completion of the 6th floor. Therefore, construction management and architectural design services for work associated for the 3rd floor must be secured.

Proposals for construction management services associated with reconstruction of the 3rd floor were solicited and received from GRG Construction Services, H.R. Beebe, and C&S Design Build. On April 11, 2012, the Oneida County Board of Acquisition & Contract accepted the most competitive proposal from GRG Construction Services for \$90,520.00.00 to provide construction management services for project noted above.

Please consider the enclosed contract and if acceptable forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis S. Davis', written over a horizontal line.

Dennis S. Davis
Commissioner

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

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

A handwritten signature in black ink, appearing to read 'Anthony J. Picente, Jr.', written over a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 6/6/12

Oneida County DPW Contract Summary

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

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

Board of Legislators Approval Required Yes

Name of Contracting Organization: **GRG Construction Services**
63 Ironwood Drive
New Hartford, NY 13413

Title of Activity or Service: **Construction Management Services**

Description of Proposed Services: **Construction Management Services required for abatement and reconstruction of the 3rd floor of the Oneida County Office Building.**

Total Funding Requested: \$90,520.00

Account Number H305

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

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 Eleventh day of April in the year Two Thousand Twelve
(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)

GRG Construction Services, LLC
63 Ironwood Road
New Hartford, NY 13413
Telephone Number: (315) 723-5415
Fax Number: (315) 733-0590

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)

MARCH Associates, PC
258 Genesee St.
Utica, NY 13502
Telephone Number: (315) 733-3344
Fax Number: (315) 733-3331

The Owner and Construction Manager agree as follows.

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.

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

Init.

Bidding/Award Phase: 52 days

.2 Commencement of construction:

February 01, 2013

.3 Substantial Completion date or milestone dates:

November 01, 2013

.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.)

Gregg Grates
63 Ironwood Road
New Hartford, NY 13413
Telephone Number: (315) 723-5415
Fax Number: (315) 733-0590

§ 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:

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.

Init.

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

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.

§ 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.

§ 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;-
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 (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 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>	

§ 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

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.

§ 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.

§ 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.

§ 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.)

Lump Sum Fee of \$12,000.00.

§ 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:

Total estimated labor cost is \$77,520. Labor shall be billed on an hourly basis with the following rates:

<u>Project Director</u>	<u>\$50.00</u>
<u>Field Representative</u>	<u>\$42.00</u>
<u>Administrative Assistant:</u>	<u>\$15.00</u>

Reimbursable expenses billed at cost with a Not-To-Exceed Fee of \$1,000.00

§ 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 five percent (%), ~~5%~~ , 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.)

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
<u>Project Director</u>	<u>\$50.00</u>
<u>Field Representative</u>	<u>\$42.00</u>
<u>Administrative Assistant</u>	<u>\$15.00</u>

§ 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
- .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 – General & Professional Liability Insurance Requirements
- Exhibit C – Consultant Certification
- Exhibit D – Solid Waste Certification
- Exhibit E – Fee Schedule

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)

Vita M Grates
CONSTRUCTION MANAGER (Signature)

Vita M. Grates
Operating Manager
(Printed name and title)

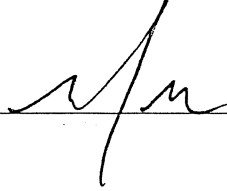
Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, P.E., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 07:35:07 on 04/26/2012 under Order No. 3594772408_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 changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)



Mark E. Laramie, P. E.
Deputy Commissioner

(Title)

Division of Engineering
Oneida County D. P. W.

(Dated)

04/26/2012

EXHIBIT AARTICLE 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 third (3rd) floor of the County Office Building and then construct office space for various County departments. At this time it is anticipated that Department of Social Services (DSS) Support, Daycare, and Employment groups will be relocated to the third (3rd) floor. In addition, approximately 2,500 square feet of space on the 1st floor will be reconstructed to accommodate DSS Daycare and Employment intake functions.
- 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.
- 12.3.6.1. Field Representatives may be required to verify hours worked via an electronic log and/or electronic time recording system.
- 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.

EXHIBIT A

ARTICLE 12 – SPECIAL TERMS AND CONDITIONS

- 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.

EXHIBIT A

ARTICLE 12 – SPECIAL TERMS AND CONDITIONS

- 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.
- 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Niagara Risk Management Inc. 126 N. Salina Street Syracuse, NY 13202	CONTACT NAME: _____
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____
INSURER(S) AFFORDING COVERAGE	
INSURER A: Harleysville of New York	NAIC #
INSURER B: Cincinnati Insurance Company	
INSURER C: West American Insurance Company	
INSURER D: Capital Specialty Ins Co	
INSURER E:	
INSURER F:	

INSURED
 GRG Construction Services, LLC
 63 Ironwood Road
 New Hartford, NY 13413

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CB6E9279	01/01/2012	01/01/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			CAP5814159	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB			CPP3669039	01/01/2012	01/01/2013	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWA537743183	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	Professional Liability/Errors & Omissions	<input checked="" type="checkbox"/>		03038329	12/12/2011	12/12/2012	\$1,000,000 Per Claim \$2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Construction Management Services for the Oneida County Office Building 3rd/1st Floor Renovations
 Certificate holder, owner and all other parties as required by contract are listed as additional insured on the General Liability Policy on a primary and non-contributory basis & on the Auto liability, Excess liability policy on a primary basis.

CERTIFICATE HOLDER**CANCELLATION**

County of Oneida & Department of Public Works
 c/o Commissioner of Finance
 800 Park Ave
 Utica, NY 13501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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EXHIBIT C

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of GRG Construction Services LLC
a company organized under the laws of the State of New York, having their principal office for the transaction
of business at 63 Ironwood Rd, NEW Hartford NY 13413,
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: GRG Construction Services LLC

By: V. M. Grates

Name: V. M. Grates

Title: operating Manager

Date: 4/27/12

Attest: _____

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."

V. ta M Grates

Printed Name of Signee

V. ta M Grates

Signature

Operating Manager

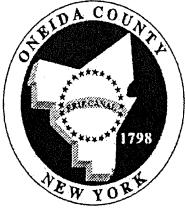
Title

4/27/12

Date

Exhibit E
Hourly Rate Schedule

<u>Consultant</u>	<u>Hourly Billing Rates</u>
GRG Construction Services, LLC	
Project Director	\$50.00
Field Representative	\$42.00
Administrative Assistant	\$15.00



Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 12-268

May 21, 2012

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

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

I am enclosing four (4) copies of the 2012 Agreement between the Oneida County Department of Mental Health and NYS OASAS, for your review and signature.

The entire cost of this Agreement is supported in Aid provided by **90% OASAS**, and **10% County/Local Share**. If you have any questions, please contact me at any time.

Respectfully,

Linda M. Nelson
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 5/31/12

LMN/mb
Enc.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: NYS OASAS
1450 Western Avenue
Albany, NY 12203-3526

Title of Proposed Service/Program: Alcoholism and Substance Abuse Programs

Proposed Dates of Operation: January 1, 2012 through December 31, 2013

Client Population/Number to be Served: Oneida County individuals having met state criteria.

Summary Statements:

I. Narrative Description of Service/Program Performance:

Under the terms and conditions of this Agreement, NYS Office of Alcoholism and Substance Abuse Services will:

- (A) Provide funding to Oneida County to be passed through to selected agencies to perform regulated and mandatory programs as approved by the State OASAS Department.
- (B) Provide funding to Oneida County required to be matched for the administration costs of the Oneida County Department of Mental Health with the advocacy, administration, oversight, and mandatory review of all agencies that fall under the scope of NYS Office of Alcoholism and Substance Abuse. This includes those not receiving pass through dollars as indicated on the state aid award letter.
- (C) Oneida County Department of Mental Health is responsible for the oversight of all OASAS Certified programs including those not identified as receiving state aid.

II. Service/Program Objectives and Outcomes:

Provide necessary funding to allow the function of programs mandatory for Oneida County.

III. Service/Program Design and Staffing:

\$2,976,384.00 State Aid Awarded to be broken down as indicated on the State Aid Award Letter.
\$35,378.00 kept for the local government unit (Oneida County Department of Mental Health) for administrative functions.
\$35,378.00 County Share Required Match

Total Funding Requested: \$3,011,762.00



New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

SBRPALB100
01/24/2012 11:12

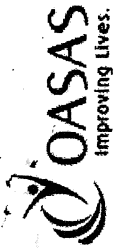
County: Oneida (33)

Fiscal Year : 2012

As of: 01/24/2012

Region: Central

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Gross	Revenue	Net	Approved Budgeted Amounts				Local Share	Non-Funded	Restr. Code	
							Funded	Funding Net Code/Source	One-time	Approved State Aid				
20560	3570	00	50681	437,020	192,259	244,761	244,761	013F	244,761	✓	0	0	0	0
Catholic Charities of the Roman Catholic Diocese of Syracuse, N.Y. d/b/a Catholic Charities of Utica/Rome	3570	01	51784	409,476	181,159	228,317	228,317	013F	228,317	✓	0	0	0	0
	4270	00		137,622	0	137,622	137,622	013M	137,622	Direct	0	0	0	0
Agency 20560 Total:				984,118	373,418	610,700	610,700		610,700		0	0	0	0
27540	3520	00	674	1,267,438	853,551	413,887	413,887	013M	413,887	✓ changed	0	0	0	0
Insight House Chemical Dependency Services, Inc.	3530	00	50343	882,525	882,525	0	0	013M	0	✓	0	0	0	0
	3560	00	4647	1,356,119	452,094	904,025	904,025	013F	904,025	✓	0	0	0	0
	4270	00		51,675	0	51,675	51,675	013M	51,675	Direct	0	0	0	0
	5520	00	90070	105,407	0	105,407	105,407	013F	105,407	changes	0	0	0	0
	5550	00	90661	280,265	226,972	53,293	53,293	013M	53,293	added	0	0	0	0
Agency 27540 Total:				3,943,429	2,415,142	1,528,287	1,528,287		1,528,287		0	0	0	0
36280	3510	00	50119	797,600	9,661	787,939	787,939	013M	787,939	✓	0	0	0	0
The Rescue Mission of Utica, N.Y.	4270	00		90,829	0	90,829	90,829	013M	90,829	Direct	0	0	0	0
Agency 36280 Total:				888,429	9,661	878,768	878,768		878,768		0	0	0	0
36370	3078	00	52147	123,750	0	123,750	123,750	013M	123,750	changes	0	0	0	0
Central New York Services, Inc.				123,750	0	123,750	123,750		123,750		0	0	0	0
Agency 36370 Total:				123,750	0	123,750	123,750		123,750		0	0	0	0
47800	5520	00	90577	220,814	141,187	79,627	79,627	013M	79,627	changes	0	0	0	0
Center for Family Life and Recovery, Inc.				220,814	141,187	79,627	79,627		79,627		0	0	0	0
Agency 47800 Total:				220,814	141,187	79,627	79,627		79,627		0	0	0	0



New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

SBRPALB100
01/24/2012 11:12

County: Oneida (33)
Region: Central

Fiscal Year : 2012

As of: 01/24/2012

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Gross	Revenue	Net	Approved Budgeted Amounts			Local Share	Non-Funded	Restr. Code
							Funded Net Code/Source	One-time	Approved State Aid			
70210	0890	00	70520	113,712	42,956	70,756	70,756	013S	35,378	35,378	0	0
Oneida Co. Department of Mental Health				113,712	42,956	70,756	70,756		35,378	35,378	0	0

County Oneida (33) Summary - All Agencies:

Less Direct Contracts/DASNY:

Approved LGU Funding:

6,274,252	2,982,364	3,291,888	3,291,888	3,256,510	35,378	0
280,126	0	280,126	280,126	280,126	0	0
5,994,126	2,982,364	3,011,762	3,011,762	2,976,384	35,378	0

Signature: Timothy M. Nelson Date: 2/6/12
Commissioner Mental Health

County Executive: Raymond Brown Date: 05/24/12
Seal

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

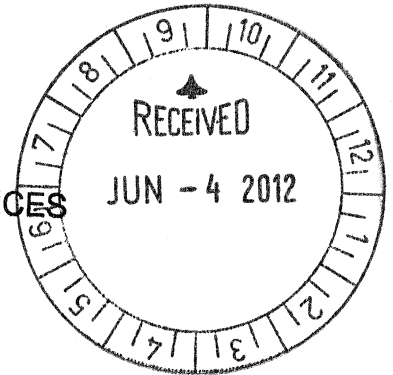
Phone: (315) 798-6400 Fax: (315) 266-6138

May 17, 2012

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

FN 20 12-269

HEALTH & HUMAN SERVICES



WAYS & MEANS

Re: Adolescent Tobacco Use
Prevention Act C-025043

Dear Mr. Picente:

Attached are five (5) copies of a grant between Oneida County through its Health Department – Environmental Health and The New York State Department of Health.

The purpose of this grant is to utilize the New York State Department of Health's Environmental Health Information and Permitting System, (eHIPS) perform compliance checks with underage youth, 15, 16, or 17 years old where tobacco is sold, to complete at least one (1) unannounced compliance check with a minor at all facilities where tobacco is sold by March 31, 2013. Re-inspection checks for facilities with active points on their record, report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection within five (5) days of inspection. Coordinate program education for new tobacco vendors and those who fail compliance checks. Report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection, perform re-inspection checks in contract year, report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection.

The term of this agreement shall become effective on April 1, 2012 through March 31, 2013 with reimbursement in the amount of \$64,796. This will result in amended contract of \$306,233 from October 1, 2008 through March 31, 2013. This amendment is 100% State funded by the New York State Department of Health and is a program mandated by public health law.

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

Feel free to contact me at 798-5220 if you require additional information.

Sincerely,

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

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

Anthony J. Picente, Jr.
County Executive

Date 6/1/12

attachments
ry

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health – Adolescent Tobacco Use Prevention Act (ATUPA)

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Bureau of Community Environmental Health
Flanigan Square, 547 River Street
Troy, New York 12180-2216

VENDOR CONTACT PERSON: Michael J. Cambridge, Director

DESCRIPTION OF CONTRACT: The purpose of this grant is to utilize the New York State Department of Health’s Environmental Health Information and Permitting System, (eHIPS) perform compliance checks with underage youth, 15, 16, or 17 years old, where tobacco is sold, to complete at least one (1) unannounced compliance check with a minor at all facilities where tobacco is sold by March 31, 2013. Re-inspection checks for facilities with active points on their record, report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection within five (5) days of inspection. Coordinate program education for new tobacco vendors and those who fail compliance checks. Report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection, as well as many other duties listed in the workplan section of the contract relating to the Adolescent tobacco Use Prevention Act and the Clean Indoor Air Act.

PREVIOUS CONTRACT YEAR: October 1, 2011 through March 31, 2012

TOTAL: \$32,736

THIS CONTRACT YEAR: April 1, 2012 through March 31, 2013

TOTAL: \$64,796 This will result in new amended contract of \$306,233 from October 1, 2008 to March 31, 2013.

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

FUNDING SOURCE: Grant A3401.05 A4018

State Funds - \$64,796 (100% state funded)

County Dollars - Previous Grant \$-0-

County Dollars - This Grant \$-0-

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

DATE: May 17, 2012

Signature Page for:

Contract Number: C-025043

Contractor: Oneida County Health Department

Amendment Number: X-025043 - 4 Vendor ID: 1000002595

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____

(signature)
Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

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

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

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

(Signature and office of the individual taking acknowledgment)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____

(signature)

Printed Name: Robert L. Chinery

Title: Acting Director, Center for Environmental Health

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Agency Code 12000
APPENDIX X

Contract Number: C-025043 Contractor: Oneida County Health Department

Amendment Number X-025043 - 4 Vendor ID: 1000002595

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, Center for Environmental Health, Division of Environmental Health Protection, Bureau of Community Environmental Health and Food Protection, having its principal office at 547 River Street, Room 515, Troy, New York, 12180, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract. This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) A (Standard Clauses for NYS Contracts), B (Budget) & D (Workplan) with the attached appendix(es) A (Standard Clauses for NYS Contracts), B (Budget) & D (Workplan)
- Adds the attached appendix(es) _____
- Other: (describe) _____

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

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

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

\$241,437 From 10/01/08 to 03/31/12
(Value before amendment) (Initial start date)

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

\$64,796 From 04/01/12 to 03/31/13

This will result in new contract terms of:

\$306,233 From 10/01/08 to 03/31/13
(All years thus far combined) (Initial start date) (Amendment end date)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

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

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

APPENDIX B
BUDGET

Organization Name: Oneida County Health Department
Budget Period: October 1, 2012 -- September 30, 2013

Personal Service:

Name	Title	Annual Salary	% time devoted to This Project	Total Amount Budgeted
G. Jones	Director of Health	\$78,296	3%	\$2,349
D. Gilmore	Environmental Director	\$75,510	4%	\$3,020
T. Engle	Fiscal Admin.	\$82,739	2%	\$1,655
B. Miga	Attorney	\$31,228	4%	\$1,249
S. Batson	Prin. PH Sanit.	\$68,184	5%	\$3,409
J. Manion	Sr. PH Sanit.	\$58,187	12%	\$6,982
J. St. Thomas	Prin. Clerk	\$43,189	12%	\$5,183
Total Salary				\$23,848
Fringe Benefits (42.9%)				\$10,231
TOTAL PERSONAL SERVICE:				\$34,078

Other than Personal Service:

Category		
	supplies	\$318
	travel	\$1,000
	telephone	\$100
	postage	\$100
	printing	\$100
	photocopy	\$100
	other contractual services	
	Oneida County Sheriff	\$29,000
TOTAL OTHER THAN PERSONAL SERVICES		\$30,718
TOTAL PERSONAL AND OTHER THAN PERSONAL SERVICES:		\$64,796

APPENDIX D PROGRAM WORKPLAN

ADOLESCENT TOBACCO USE PREVENTION ACT

1. Utilizing the New York State Department of Health's Environmental Health Information and Permitting System (eHIPS):
 - a. Establish and maintain an up-to-date inventory, including compliance and enforcement status, for registered and unregistered tobacco retail dealers and vendors (including cigarette vending machines) within jurisdiction;
 - b. Enter compliance check and enforcement data (i.e., Notice of Violation (NOV), stipulation or hearing, payment, etc.) within five (5) business days after the completed action;
 - c. At the end of the program quarter, validate that an eHIPS generated report for the quarter is current and accurately reflects the work (i.e., compliance checks, complaint investigations, non-registered vendors, enforcement actions, names and addresses of violators penalized and/or fined, date of violations and enforcement, training efforts, etc.) for that quarter;
 - d. Within 30 days after the quarter's end, notify the Bureau of Community Environmental Health and Food Protection (BCEHFP) that the quarterly report is valid and available to download.

2. Perform compliance checks with underage youth (15, 16 or 17 years old) to meet the following required criteria:
 - a. New compliance checks during contract period 04/01/2012 - 03/31/2013
Complete at least one (1) unannounced compliance check with a minor at all facilities where tobacco is sold by March 31, 2013.
 - b. Re-inspections during contract period 04/1/2012- 03/31/2013
For each facility that, on April 1, 2012, has active points on their record, complete a minimum of two (2) additional compliance checks before March 31, 2013.
 - c. Synar Survey - When required, complete assigned compliance checks and submit inspection reports by the deadline for the annual random Synar survey.

3. For all facilities where tobacco is sold, verify that tobacco retail dealers and vendors:
 - a. are registered with the New York State Department of Taxation and Finance (DTF) to sell tobacco;
 - b. post required signage;
 - c. display and store tobacco and herbal cigarettes either behind the counter or in a locked container;
 - d. comply with minimum package size requirements; and
 - e. for vending machines, verify that location is acceptable and supervised.

4. Report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection (BCEHFP) within five (5) business days of inspection, utilizing a New York State Department of Health (NYSDOH) inspection form.
5. When a retail tobacco dealer or vendor is found in violation of Article 13-F, verify the name and address of the operator, notify the operator of the violations and obtain:
 - a. Lottery agent number, if a New York State Lottery agent; and
 - b. the full name of the seller.
6. Issue formal enforcement against the operator by confirmed delivery of a written Notice of Violation (NOV) within seven (7) business days for all retail tobacco dealers and vendors that are cited for one or more violations of Article 13-F including, but not limited to:
 - a. selling tobacco products (including bidis; gutka or Shisha) or herbal cigarettes to underage youth;
 - b. selling out-of-package cigarettes;
 - c. selling tobacco products in packaging that fails to meet minimum package size requirements;
 - d. selling bidis or gutka from a location that is not a "tobacco business";
 - e. failing to supervise a vending machine, or locating the machine in an area not allowed by Article 13-F of the Public Health Law;
 - f. failing to comply with the self-service ban; and
 - g. selling tobacco with a suspended or revoked registration.
7. When a violation is sustained as a result of a formal enforcement action (stipulation or hearing) against a retail tobacco dealer or vendor, advise the dealer or vendor of the consequences of subsequent violations.
8. When a violation is sustained as a result of formal enforcement action (stipulation or hearing) against a retail tobacco dealer or vendor, notify the Bureau of Community Environmental Health and Food Protection (BCEHFP) by submitting documentation of the sustained enforcement actions and Lottery agent status, for all retail tobacco dealers with the following:
 - a. any facility with three (3) active points;
 - b. any facility with four (4) violations of Article 13-F occurring within a three-year period;
 - c. for vending machines only, any three (3) violations of Article 13-F occurring within a two (2) year period or any four (4) violations occurring ever.
9. Within two (2) to three (3) months after any retail tobacco dealer's State Department of Taxation and Finance (DTF) registration to sell tobacco is suspended or revoked as a result of violations of Article 13-F, conduct a follow-up visit to determine if tobacco is being sold. Initiate enforcement against any retail tobacco dealer that

continues to sell tobacco with a suspended or revoked registration. Notify the Bureau of Community Environmental Health and Food Protection (BCEHFP) of the sale by submittal of sustained enforcement documentation, and request notification of State Department of Taxation and Finance (DTF) to permanently revoke the dealer's registration.

10. At least quarterly, publish in a local newspaper, or post on a Local Health Department web site, the names and addresses of retail tobacco dealers and vendors where enforcement action is finalized for a violation of Article 13-F. Notification shall be for the sale of tobacco or herbal cigarettes to an underage youth during a compliance check or for selling tobacco with a suspended or revoked registration. Such notification is to include the number of times the tobacco dealer has been in violation of this Article. A complete listing of all violators is also posted on the State Health Department's public web site as part of the Youth Access Tobacco Enforcement Annual Report.
11. Coordinate program education for new tobacco vendors and those who fail compliance checks.

Clean Indoor Air Act

1. Utilizing the New York State Department of Health's Environmental Health Information and Permitting System (eHIPS):
 - a. Establish and maintain an up-to-date record of all Clean Indoor Air Act (CIAA) related complaints and actions taken to resolve the complaint.
 - b. Establish and maintain an up-to-date record of all CIAA enforcement activity and outcomes including fines assessed and fines paid.
 - c. Report all program staff time and activity.
2. At a minimum, CIAA complaint investigations shall be conducted as follows:
 - a. An advisory notice (phone call and/or written letter) shall be made to alleged violators in response to a first complaint. A CIAA brochure or copy of the law should be provided if needed.
 - b. Any subsequent CIAA complaint for the same facility shall result in an on-site investigation. Investigations that are necessary after the enforcement officer's normal business hours shall be arranged for reasonable times and in a reasonable manner that considers the health and safety of the inspector while being responsive to the specific complaint.
 - c. At the conclusion of the on-site investigation, the enforcement officer shall identify himself to the facility owner/operator or other person in charge, state the purpose of the investigation and any CIAA violation(s) found. Where there are safety considerations, the enforcement officer may notify the facility owner/operator of his/her findings by the next business day.

3. Issue formal enforcement against the facility owner/operator by confirmed delivery of a Notice of Violation (NOV) within seven (7) business days for all CIAA violations.
4. Following a hearing officer's decision or a stipulated agreement, conduct a re-inspection within three (3) to six (6) months at those facilities determined to be in violation of the CIAA.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

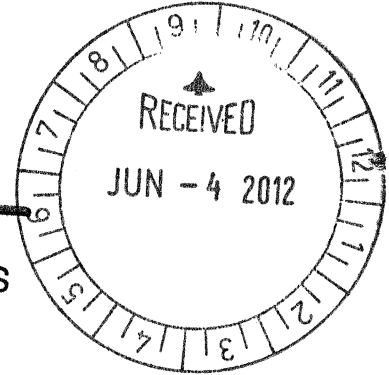
Phone: (315) 798-6400 Fax: (315) 266-6138

May 21, 2012

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

HEALTH & HUMAN SERVICES

WAYS & MEANS



FN 20 12 270

Dear Mr. Picente:

Re: C026209

Attached are three (3) copies of a grant between Oneida County through its Health Department and the Office of Children and Family Services – Healthy Families New York (HFNY).

Healthy Families New York (HFNY) is a voluntary home visiting program for expectant parents and families with infants that promote optimal prenatal care and positive growth and development in order to improve maternal and child health and social outcomes for families at risk of abuse and neglect. The program provides intensive home visitation services weekly until the child is at least six months old and periodically thereafter based on the needs of the family until the child is in school or Head Start. The desired outcomes of the HFNY Home Visiting Program are to promote positive parental skills and parent child interaction thereby preventing child abuse/neglect and reducing out of home placements. The term of this grant shall become effective on July 1, 2012 and remain in effect through June 30, 2013 with reimbursement in the amount of \$585,710.

This is not a program mandated by public health law.

Please note: This grant is signed by you, as County Executive, electronically. However, the grant does require approval from the Board of Legislators. If you find this grant acceptable, please forward.

Should you require additional information, please contact me.

Sincerely,

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

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

Anthony J. Picente, Jr.
County Executive

Date: 6/1/12

attachments

ry

CONTRACT SUMMARY SHEET – ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: The Office of Children and Family Services

NAME AND ADDRESS OF VENDOR: The Office of Children and Family Services
Bureau of Contract Management
52 Washington St., South Building, Rm 202
Rensselaer, New York 12144

CONTACT PERSON: Irene Willett, Director of Community Wellness

SUMMARY STATEMENTS: Healthy Families New York (HFNY) is a voluntary home visiting program for expectant parents and families with infants that promote optimal prenatal care and positive growth and development in order to improve maternal and child health and social outcomes for families at risk of abuse and neglect. The program provides intensive home visitation services weekly until the child is at least six months old and periodically thereafter based on the needs of the family until the child is in school or Head Start.

PREVIOUS CONTRACT YEAR: July 1, 2010 through June 30, 2011

TOTAL: \$585,710

THIS CONTRACT YEAR: July 1, 2012 through June 30, 2013

TOTAL: \$585,710

_____ NEW X RENEWAL _____ AMENDMENT

<u>FUNDING SOURCE:</u> A3480	\$585,710
Less Revenues:	-0-
State Funds:	\$585,710
County Dollars – Previous Grant	-0-
County Dollars – This Grant	-0-

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

DATE: May 21, 2012

APPENDIX X

MODIFICATION AGREEMENT

Agency Code: 25000 Contract No. C026209 Period: 7/1/2012 - 6/30/2013

Funding Amount for Period \$ 585,710.00

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 C026209 , as amended in attached Appendix(ices)

Appendix A Standard Clauses For NYS Contracts - Dec 2011

APPENDIX A-1

Appendix B

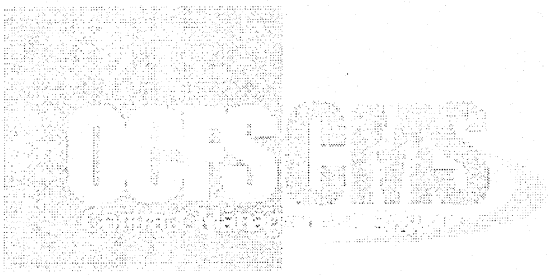

Appendix C

APPENDIX D APPLICATION COVER PAGE AGREEMENT - OCTOBER 2011

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: _____

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

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

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

APPENDIX A-1
STANDARD CLAUSES FOR ALL
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES CONTRACTS

(Revised 08-2011)

1. PERSONNEL

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

2. NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- By certified or registered United States mail, return receipt requested;
- By facsimile transmission;
- By personal delivery;
- By expedited delivery service; or
- By e-mail.

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

Notices to the Contractor shall be addressed to the Contractor's designee as shown on the Cover Page in Appendix D, or to such different designee as the Contractor may from time-to-time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

3. OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the APPENDICES.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined

between the Contractor and the Office, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Office. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Office, unless the Office has given direction for, or approval of, an alternative means of disposition in writing.

- c. Upon written direction by the Office, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section.

4. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the APPENDICES. Any modifications to the tasks or workplan contained in Appendix D must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b.i. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Office within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- b.ii. The Contractor immediately shall notify in writing the OCFS Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, any subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.
- c. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Office under the Federal Social Security Act.
- d. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against any county or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or any county or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during the pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
 - The contractor shall provide to the New York State Office of Children and Family Services in a format provided by the Office such additional information concerning the provision of legal services as the Office shall require.
- e. The Office will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- f. Except where the Office otherwise authorizes or directs in writing, the Contractor agrees not to enter into

any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Office, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, (2) that nothing contained in the subcontract shall impair the rights of the Office under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Office, and (4) incorporating all provisions regarding the rights of the Office as set forth in Section 9 of this Appendix A-1 and in Appendix A-3, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Office for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor

- g. The contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Office, have all the necessary licenses, approvals and certifications currently required by the laws of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain the requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify Office.
- h. Prior to executing a subcontract agreement the Contractor agrees to provide to the Office the information the Office needs to determine whether a proposed Subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section 3 m. of this Appendix A-1.
- i. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Office forthwith and shall be subject to the direction of the Office as to the disposition of such revenue.
- j. Any interest accrued on funds paid to the Contractor by the Office shall be deemed to be the property of the Office and shall either be credited to the Office at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- k. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- l. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Office recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the

statute of limitations for the New York False Claims Act is ten years.

m. By signing this contract, the contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to OCFS prior to entering into this contract. The actions that would potentially establish a basis for a finding by OCFS that the contractor is a non-responsible vendor include:

- The contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The contractor has had a claim, lien, fine, or penalty imposed or secured against the contractor by a governmental agency.
- The contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the contractor.
- The contractor has been issued a citation, notice, or violation order by a governmental agency finding the contractor to be in violation of any local, state or federal laws.
- The contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
- The contractor has engaged in any other actions of a similarly serious nature.

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

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

- n. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a.
- o. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the AGREEMENT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the AGREEMENT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of the Office of the State Comptroller.
- p. Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by OCFS and the results of such testing must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.
- q. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at :
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- r. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

5. REPORTS AND DELIVERABLES

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

6. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Employee Confidentiality Certification and Employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

7. PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Office, which results (1) shall acknowledge the support of the Office and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Office or the State of New York.
- b. The Office and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Office's right to such license.
- c. All of the license rights so reserved to the Office and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded.
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Office at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Office, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report

or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

8. PATENTS AND INVENTIONS

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

9. TERMINATION

- a. This AGREEMENT may be terminated by the Office upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Office agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT for the purposes set forth in this AGREEMENT, or if at any time during the term of this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter. Said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require a) the repayment to the Office of any monies previously paid to the Contractor, or b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of a) and b), at the Office's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Office terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Office to the Contractor.
- d. Should the Office determine that Federal or State funds are limited or become unavailable for any reason, the Office may reduce the total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Office agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Office shall follow this up immediately with written notice. The Office will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Office. For Legislative and other special purpose grants funded from a State Community Projects Fund (State Finance Law § 99-d) account, the state shall not be liable for payments under this agreement made pursuant to an appropriation to the account if insufficient monies are available for transfer to the account, after any required transfers are made pursuant to State Finance Law § 99-d (3).
- e. The Contractor shall provide to the Office such information as is required by the Office in order that the Office may determine whether the Contractor is a responsible vendor for purposes of compliance with Section 163 of the State Finance Law and requirements of the Office of the State Comptroller established thereunder. If there is any change in any of the vendor responsibility information provided to the Office by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Office so that the Office may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Office of any change in the vendor responsibility information or should the Office otherwise determine that the Contractor has ceased to be a responsible

vendor for the purposes of this AGREEMENT, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

10. CONTRACTOR COMPLIANCE

The Office shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on the Office's behalf. If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused the funds paid to the Contractor, the Contractor agrees to pay to the Office any costs associated with the review.

If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Office, the rights of the Office shall include, but not be limited to:

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

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

Nothing herein shall preclude the Office from taking actions otherwise available to it under law including but not limited to the State's "Set-Off Rights" and "Records" provisions contained in Appendix A (Standard Clauses for all New York State Contracts).

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

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

11. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, contractors may be placed on fiscal sanction when the Office identifies any of the following issues:

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

Once the contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

12. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and Office procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and Office procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and Agreement pursuant to State Finance Law Sections 139-j and 139-k.

The Office reserves the right to terminate this contract if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the Office, the Office may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract. Nothing herein shall preclude or otherwise limit the Office's right to terminate this contact as set forth at Paragraph 8 of this Appendix A-1.

13. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the contractor must submit on or before May 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.nyenet/admin/Forms/Contracts/word2000/OCFS-4843%20State%20Consultant%20Services-Contractors%20Annual%20Employment%20Record.doc>

The contractor must submit a completed Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record, to each of the following addresses:

New York State Office of Children and Family Services

Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 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 affect any change in the amount of consideration to be paid, or change the term, will be in accordance with Appendix C.
- c. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an appropriate amount.
- d. Notwithstanding the provisions of Article 14 of this contract, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

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
Director of Health(Gayle Jones) Administrative	\$79,267	2.00	\$1,585	\$406	\$1,179	\$1,585
Director of Wellness (Irene Willett) Administrative	\$53,211	5.00	\$2,660	\$802	\$1,858	\$2,660
Fiscal Services (Tom Engle) Administrative	\$83,234	5.00	\$4,161	\$3,081	\$1,081	\$4,162
Assistant County Attorney (Brian Miga) Administrative	\$29,861	1.00	\$298	\$299	\$0	\$299
Child Find (Michelle Jones) Programmatic	\$53,499	2.00	\$1,069	\$1,070	\$0	\$1,070
Early Intervention Coordinator (7) Programmatic	\$320,371	2.00	\$6,407	\$6,407	\$0	\$6,407
Lead Prevention Program Coordinator Programmatic	\$64,757	2.00	\$1,295	\$1,295	\$0	\$1,295
MCH Nurses (4) Programmatic	\$137,791	2.00	\$2,755	\$2,756	\$0	\$2,756
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
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			\$0			\$0
			\$0			\$0
			\$0			\$0
1. Personnel Total				\$16,116	\$4,118	\$20,234
2. Fringe Benefits Total	<i>Enter Rate:</i>	45.70		\$7,365	\$1,882	\$9,247
3. Total Personal Services Costs			20,234	\$23,481	\$6,000	\$29,481

** 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

Provides administrative oversight. Networks with political and county government officials for promotion of grant within the community.

2. Title:

Enter Role/Responsibility Below

Direct oversight and management responsibility for preventive services within the Health Department, encompassing MCH Nursing, related grant and support programs. Meets with Program Manager as needed to provide support, guidance and assistance. Assists or facilitates staff training and education as needed. Promotes grant activities within the Health Department and community.

3. Title:

Enter Role/Responsibility Below

Provides direct financial oversight of accounting and finances, including the process of vouchers for both lead and subcontract agency, mileage, payment to consultants and contractual providers, payroll, monthly financial claim reports, and BSRO, procurement of any lead agency supplies and services. Assists with budget tracking, planning and projection for budget/contract process.

4. Title:

Enter Role/Responsibility Below

Provides legal review and consultation for contracts, situations with clients, confidential and legal issues relating to program. Provides HIPPA training updates and other legal assistance as indicated.

5. Title:

Enter Role/Responsibility Below

As part of the Early Intervention Program, Child Find Coordinator will continue to identify "at risk children". She will follow families of children that may need intervention services to strengthen their developmental skills. Program will be promoted to those families identified in need of education or strengthening of parental skills.

6. Title:

Enter Role/Responsibility Below

Early Intervention Coordinators will assist with the integration of eligible children into the Early Intervention Program and preschool educational services. Will provide training to support staff, including shadowing experiences, and promote the program through local Early Intervention Coordinating Council (LEICC).

7. Title:

Enter Role/Responsibility Below

Will assist in obtaining lead screening information and provide follow up for families if indicated. Verification that testing was done with permission can release results. Provides training to staff and functions as a resource of lead risks, reductions, and prevention methods. Tracks/records all lead levels done on Oneida County children.

8. Title:

Enter Role/Responsibility Below

MCH Nurses provide training to staff, including shadowing and/or joint visits with our families. Function as a resource and referral source both to our program and for our families. Assist with education needs as indicated.

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
FNC subcontract budget for services (P/A)	\$100,086	\$579,710	\$679,796
Community and collaborating consulting agencies (Program)	\$35,000	\$0	\$35,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
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			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Contractual/Consultant Costs	\$135,086	\$579,710	\$714,796

Enter Budget Narrative Below:

A. See attached budget and narrative for the FNC for details of planned subcontract for service staff. These costs are both administrative and programmatic. (A) \$46,841 (P) \$532,869

B. This line reflects the combined in-kind and donated goods and services of the community partner agreements (MOUs) for various aspects of the program. Included are time requirements for screening on site, teaching, board participation, in-service/wraparound trainings, collaborations, projects as well as material donations including off-site storage space for materials, incentives and extra teaching materials. Reflects personnel time and services not shown anywhere else in the budget as well as that of the main referral sources throughout the county.

Copy of agreements will be received prior to payment.

B5. Travel

Item	Local Share	OCFS Funds	Total Costs
N/A	\$0	\$0	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Travel Costs	\$0	\$0	\$0

Enter Budget Narrative Below:

No allocated funds in this category.

B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
N/A	\$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
Total Supply Costs	\$0	\$0	\$0

Enter Budget Narrative Below:

There are no allocated funds in this category.

B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
A. Audit (Administration)	\$200	\$0	\$200
B. Insurance (Administration)	\$100	\$0	\$100
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Other Expenses	\$300	\$0	\$300

Enter Budget Narrative Below:

A. Insurance (In-kind) reflects the Health Department's appropriations for a portion of overall costs related to liability, worker's compensation, and accident policy costs, etc.

B. Audit (In-kind) reflects the Health Department's appropriation for a portion of overall costs related to required annual financial review and report of findings.

Contractor Name: Oneida County
Period of Budget: July 1, 2012 to June 30, 2013
Contract Number: C026209

**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	\$16,116	\$4,118	\$20,234
2. Fringe Benefits	\$7,365	\$1,882	\$9,247
3. Total (Lines 1 + 2)	\$23,481	\$6,000	\$29,481
B. Non-Personal Services			
4. Contractual/Consultant	\$135,086	\$579,710	\$714,796
5. Travel/Per Diem	\$0	\$0	\$0
6. Equipment	\$0	\$0	\$0
7. Supplies	\$0	\$0	\$0
8. Other Expenses	\$300	\$0	\$300
9. Total (Total Lines 4 to 8)	\$135,386	\$579,710	\$715,096
C. Project Total (Lines 3 + 9)	\$158,867	\$585,710	\$744,577

158,867	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	0	\$0
B. In-Kind Donations	Various /FNC(\$5536)	\$127,094
C. Volunteers/Intern	Oneida Co. Health/FNC	\$31,773
D. Fees for Service		
E. Unrestricted Cash or Fund Balance		
F. Grants:		
- Other grants supporting this project		
Amount of OCFS Funds	NYS OFCS	\$585,710
Non-OCFS Funds supporting this project		
Total		\$744,577

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

**APPENDIX C
PAYMENT AND REPORTING TERMS AND CONDITIONS**

Line Item Budget

Revised August 2011

- This Contract is funded with non-Federal funds only
- This contract is funded in whole or in part with Federal funds (see Appendix A3, Paragraph 14, for federal audit information)
- OCFS has determined that the Contractor IS NOT a Subrecipient
- OCFS has determined that the Contractor IS a Subrecipient
- The Federal funds for this contract are from Catalog of Federal Domestic Assistance (CFDA Number(s):

I. PAYMENT TERMS AND CONDITIONS

In consideration of the services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Children and Family Services (OCFS) agrees to pay and the Contractor agrees to accept a sum not to exceed the amount specified on the face page of this AGREEMENT for the initial AGREEMENT period and, for subsequent periods, the amount specified in Appendix X for that period. All payments shall be in accordance with the budget contained in Appendix B for the applicable period. Payment under this AGREEMENT is conditional upon the continued availability of funds. Should funds become unavailable, the Contractor shall be relieved of any obligation to continue this project beyond the period for which funds were available. Payments and future funding are contingent on the availability of funding for the activities to be conducted in accordance with this AGREEMENT.

Funds cannot be expended until the contract is approved by the Office of the State Comptroller (OSC). Expenditures cannot precede the contract start date. If the Contractor makes expenditures subsequent to the contract start date, but prior to OSC approval of the contract, they do so at their own risk.

See Appendix A-2 for any additional program-specific Payment Terms and Conditions applicable to this AGREEMENT. To the extent that there is a conflict between any Payment Terms and Conditions set forth in this Appendix and in Appendix A-2, the Payment Terms and Conditions in Appendix A-2 will supersede the Payment Terms and Conditions in Appendix C.

Contractor shall provide complete and accurate billing invoices to the Office in order to receive payment. Billing invoices submitted to the Office must contain all information and supporting documentation required by this AGREEMENT, the Office and the Office of the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner of the Office, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the Office of the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Office of the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, 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.

II. ADVANCE PAYMENT AND RECOUPMENT

- a. To the extent permitted by applicable laws and regulations, OCFS may, at its own discretion, make advance payment(s) to the Contractor, up to **25%** of the annual period amount, upon the submission by the Contractor of sufficient justification therefor. Any advance may be eligible for payment only upon approval of this AGREEMENT by the Attorney General and by OSC and upon the submission to OCFS by the Contractor of a properly executed State of New York Standard Voucher, or on-line claim submitted through the OCFS Contract Management System (CMS), in a form acceptable to OCFS and to OSC.
- b. Recoupment of any advance payment(s) shall be recovered by crediting **10% of the advance amount each month for the first 10 months** or as otherwise specified in Appendix A-2. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims will be reduced until the advance is fully recovered. Any unexpended advance balance at the end of the AGREEMENT period will be refunded by the Contractor to OCFS. In the event either party terminates the AGREEMENT prior to its expiration, the Contractor agrees to refund to OCFS immediately any advance balance then outstanding.
- c. An initial advance, if determined to be payable to the contractor, shall be payable thirty days from the start date of services within the contract period or thirty days from the submission of a properly executed State of New York Standard Voucher, or on-line claim submitted through CMS, in a form acceptable to the Office and to the Comptroller of the State of New York, whichever is later.
- d. For purposes of interest determinations pursuant to Article XI-B of the State Finance Law, vouchers for payment of advances are payable 30 days from the start date of services within the contract period if deemed acceptable by OCFS and the Office of the State Comptroller. If the Contractor's voucher or on-line claim submitted through CMS is not received within 30 calendar days of the contract becoming fully executed no additional interest shall accrue after such thirtieth day.

III. CLAIMS FOR REIMBURSEMENT

- a. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of OCFS under this AGREEMENT within fifteen (15) days after the end of each **monthly** claiming period or as otherwise specified in Appendix A-2.
- b. The Contractor shall submit a New York State Standard Voucher or on-line claim submitted through CMS and a New York State Financial Claim Report within fifteen (15) days after the end of each claiming period as identified in Appendix A-2. The Contractor shall also submit the appropriate supporting fiscal documentation for the expenses claimed. The final claim shall be submitted within thirty (30) days after the expiration of each annual contract period or the early termination of this AGREEMENT or as otherwise specified in Appendix A-2.
- c. OCFS agrees to pay the Contractor for expenses incurred in behalf of fulfilling this AGREEMENT, according to the budget contained in Appendix B and upon the submission of a properly executed State of New York Standard Voucher, or on-line claim submitted through CMS, in a form acceptable to OCFS and to OSC and the submission of required Program reports. OCFS agrees to submit each approved claim to OSC for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing, together with a justification therefor.
- d. Vouchers other than those for payment of advances are payable on the 45th day after the end of the vouchering period (monthly or quarterly as defined in this agreement) if deemed acceptable by OCFS and the Office of the State Comptroller, and if the Contractor's voucher or on-line claim submitted through CMS is received within 15 days after the end of said period. If the Contractor's voucher or on-line claim submitted through CMS is received later than 15 days after the end of said period, then

the voucher will be payable 30 days after receipt if deemed acceptable by OCFS and the Office of the State Comptroller."

- e. For purposes of interest determinations pursuant to Article XI-B of the State Finance Law, vouchers or on-line claims submitted through CMS other than those for the payment of advances are payable 30 days after the end of the vouchering period (monthly or quarterly as defined in this agreement) if deemed acceptable by OCFS and the Office of the State Comptroller. If the Contractor's voucher or on-line claim submitted through CMS is not received within 30 calendar days of the contract becoming fully executed no additional interest shall accrue after such thirtieth day.
- f. OCFS reserves the right to withhold up to ten percent (10%) of the total amount of the contract as security for the faithful completion of services under this AGREEMENT. OCFS will or will not withhold up to 10% of the total amount of this contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under this AGREEMENT. The amount withheld will be paid to the Contractor upon the receipt of all required reports, including the final programmatic and fiscal reports, all products of the project as provided in the AGREEMENT as detailed in Appendix D, a final voucher or on-line claim submitted through CMS, the accounting for any advance payment(s) made pursuant to this AGREEMENT, and upon certification by the Contractor that it has completed its obligations and duties under this AGREEMENT.
- g. OCFS will not be liable for payments on any contract, grant or agreement made pursuant to an appropriation if insufficient monies are available, pursuant to Section 99-d(3) of the State Finance Law.
- h. The Contractor shall require any and all subcontractors to submit all financial claims for services rendered and required supporting documentation and reports necessary to complete the financial claim and expense report as referenced in Section III.a. above in sufficient time for said information to be received by the Contractor no later than ten (10) days following the final day of the claiming period. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information and/or are not received by the Contractor by said due date. Subcontractors shall be paid on a timely basis after submitting the required reports and vouchers for reimbursement of services.
- i. Subcontracts should not be signed by Contractor prior to OCFS approving the subcontract and OSC approving the contract. Subcontracts cannot have start dates prior to the contract start date. If Contractor obtains signature on a subcontract subsequent to the start date, but prior to OSC approval of the contract, they do so at their own risk.
- j. Payment for travel costs and related expenses incurred by the Contractor's staff, employees and consultants shall be made at no greater than the prevailing New York State rates established for travel costs and related expenses for State employees as set by OSC and listed at the following internet website <http://www.osc.state.ny.us/agencies/travel/travel.htm>
- k. OCFS may specifically request the return of any equipment purchased pursuant to this AGREEMENT. At the discretion of OCFS, the Contractor may retain custody of such equipment, provided it continues to be used for the children, family, and youth services outlined in the AGREEMENT. No equipment purchased with OCFS funds may be transferred or disposed of without written permission from OCFS. Equipment items purchased and claimed must be listed in the approved contract budget. Any changes in the equipment listed in the budget must have prior approval by OCFS in writing before implementing the change.
- l. If the Contractor receives funds under this AGREEMENT to construct, renovate or improve the property it occupies, then the improved property will be used for the children, family and youth services outlined in this AGREEMENT for the period set forth in Appendix A-2 of this AGREEMENT

- m. All obligations must be incurred prior to the end date of the contract. The Contractor has up to 90 days after the contract end date to make expenditures as long as the obligation was made prior to the contract end date.
- n. Any goods or services ordered by the Contractor prior to the contract start date must be received and paid for during the contract period in order for the cost of such goods and/or services to be reimbursed to the contractor using funds from this AGREEMENT. Should the contractor order goods and/or services prior to Office of the State Comptroller's approval of the contract, the contractor does so at their own risk and OCFS will not reimburse the contractor for the cost of such goods and/or services if such goods and/or services were received or paid for prior to the commencement of the contract period.

IV. BUDGET REVISIONS

- a. For the purposes of paragraphs b), c) and d) below, 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 without prior approval of OCFS except that any budget revisions that affect changes in the workplan contained in Appendix D shall require prior written approval of OCFS unless otherwise specified in Appendix A-2. The Contractor agrees to submit any and all revisions made pursuant to this subparagraph to the Designated Payment Office identified in Appendix A-2 within ten (10) days of implementing such revisions or as an attachment to any claims for reimbursement that may be associated with such revisions, whichever is the earlier date.
- c. Budget revisions in excess of ten percent (10%) of any direct cost category or which affect changes in the workplan as contained in Appendix D shall be submitted in writing to the Designated Payment Office identified in Appendix A-2 for approval, accompanied by justification therefor. The OCFS Project Officer shall notify the Contractor, in writing, of OCFS' approval of such budget revisions, or shall, in writing, notify the Contractor of OCFS' disapproval and identify the reasons for such disapproval.
- 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 OCFS to OSC for approval, and must be approved by OSC prior to its implementation.

V. AUDIT AND RECORDS RETENTION

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

VI. REFUNDS

In the event that the contractor must make a refund to OCFS for contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The contractor must include with the payment a brief explanation of why the refund is being made and reference the contract number. Refund payments must be submitted to:

NYS Office of Children and Family Services
Attention: Contract Cash Receipts
Bureau of Contract Management
Capital View Office Park
52 Washington Street
South Building, Room 202
Rensselaer, NY 12144

VII. PROGRAM REPORTING REQUIREMENTS

- a. The Contractor shall submit a Program Report on the schedule stated in Appendix A-2 and in the format specified by OCFS.
- b. In addition to the periodic reports stated above, the Contractor shall, prior to receipt of final payment under this AGREEMENT, submit a final program report satisfactory to OCFS no later than thirty (30) days following the termination of this contract or the completion of expenditures, whichever is sooner or as otherwise specified in Appendix A-2.

VIII. REPORTING SCHEDULE

All periodic reports as identified in Appendix A-2 shall be submitted in accordance with the schedule provided unless otherwise designated in writing by the Program Officer. All periodic reports must be submitted no later than fifteen (15) days after the end of the reporting period or as otherwise specified in Appendix A-2.

IX. DESIGNATED PAYMENT OFFICE

Designated Payment Office information is contained in Appendix A-2.

Appendix D
Application Cover Page – Agreement

I. Incorporated Agency Name:	Oneida County			
II. Project Title:	Healthy Families of Oneida County			
III. New York State Vendor ID:	1000002595			
IV. Amount of OCFS Funds Requested:	\$585,710.00			
V. Proposed Dates of Project:	July 1, 2012 through June 30, 2013			
VI. Address: (Include Street, City, State, Zip Code)	Mailing	Payment	Site	Agency Record
(Lead Agency) Oneida County Health Dept. 185 Genesee Street Utica, New York 13501	✓	✓		✓
(Services Sub-Contractor) Family Nurturing Center of CNY, Inc. (FNC) 209 Elizabeth Street - 4th Floor Suite Utica, New York 13501	✓		✓	✓
VII. Federal Tax Identification Number or Municipality Code:	Municipality 3001-00000000			
VIII. Does the Business Entity have a Data Universal Numbering System (DUNS) Number? If yes, what is the DUNS Number?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DUNS Number: 075814186		
IX. Is the Business Entity a: (a) For Profit entity; <u>and</u> (b) A New York Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
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			
X. Is the Business Entity a: (a) Not-For-Profit entity; <u>and</u> (b) A Minority Community-Based Organization (MCBO)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
XI. Charities Registration Number: (If exempt, enter reason for exemption)	Municipality			
XII. Has the Business Entity filed all required periodic or annual written reports with the Office of the Attorney General's Charities Bureau?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

XIII. Congressional/Legislative District Information: (If Known)					
Federal Congressional District(s): 23 and 24					
State Assembly District(s): 111, 115, 116, 117, and 122					
State Senate District(s): 47 and 49					
XIV. County:					
XV. Contact Person(s):					
Key Contacts	Name	Address	Telephone & E-Mail Address **	Authorized to Sign Contracts	Authorized to Sign Vouchers
Board Chairperson	N/A				
Chief Administrative Officer ¹	Anthony J. Picente, Jr. County Executive	800 Park Avenue Utica, NY 13501	(315) 798-5800 apicente@ocgov.net	✓	✓
Contract Contact	Irene Zasa-Willett Dir. of Community Wellness	185 Genesee Street 5th Floor Utica, NY 13501	(315) 798-5906 izwillett@ocgov.net		
Chief Fiscal Officer	Thomas Engle, Sr. Fiscal Services Administrator	185 Genesee Street 5th Floor Utica, NY 13501	(315) 798-5080 tengle@ocgov.net		✓
Oneida County Director of Health	Gayle D. Jones, PhD, MPH, CHES	185 Genesee Street 5th Floor Utica, NY 13501	(315) 798-5080 gjones@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.					

¹ The Chief Administrative Officer is defined as the person who is responsible for the contractor's overall administration, eg. Executive Director, County Executive, or Agency Commissioner

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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



May 21, 2012

FN 20 12-271

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Re: C-026476 Drinking Water Enhancement

Attached are five (5) copies of an amended grant between Oneida County through its Health Department – Drinking Water Enhancement Program and the New York State Department of Health – Bureau of Water Supply Protection.

The Environmental Health Division Drinking Water Enhancement Program is responsible for the public water supply of nearly 200 public and certain non-public water supplies in Oneida County. The goal of this program is to ensure that the public is protected from waterborne disease and contamination, both naturally occurring and human caused. Certain facilities regulated by NYS Agriculture and Markets are considered non-public water systems, but technical assistance is provided if problems arise or new systems are developed.

The term of this amendment is for the period of April 1, 2012 through March 31, 2013 in the amount of \$133,623. This will result in new amended contact of \$400,869 from April 1, 2010 through March 31, 2013. This amendment is 100% funded by the New York State Department of Health.

This is a program mandated by public health law.

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

Feel free to contact me should you require additional information.

Sincerely,

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

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

Anthony J. Picente, Jr.
County Executive

Date 6/1/12

attachments
ry

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health – Drinking Water Enhancement Program

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Regional Environmental Health Director
Syracuse Regional Office
217 South Salina Street, Third Floor
Syracuse, New York 13202

VENDOR CONTACT PERSON: John Strepelis, P.E., M.E.

SUMMARY OF STATEMENTS: The Environmental Health Division’s public water supply program is responsible for the oversight of nearly 200 public and certain non-public water supplies in Oneida County. The goal of this program is to ensure that the public is protected from waterborne disease and contamination, both naturally occurring and human caused. Certain facilities regulated by NYS Agriculture and Markets are considered non-public water systems, but technical assistance is provided if problems arise or new systems are developed.

PREVIOUS CONTRACT YEAR: April 1, 2011 through March 31, 2012

TOTAL: \$133,623

THIS CONTRACT YEAR: April 1, 2012 through March 31, 2013

TOTAL: \$133,623

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

FUNDING SOURCE: A3417 \$133,623

Less Revenues:	_____	_____
State Funds:		133,623
County Dollars - Previous Grant	\$	-0-
County Dollars - This Grant	\$	-0-

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

DATE: May 21, 2012

Signature Page for:

Contract Number: C-026476

Contractor: Oneida County

Amendment Number: X-2

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____

(signature)

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

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

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____

(signature)

Printed Name: Robert Chinery, M.S., P.E.

Title: Acting Director, Center for Environmental Health

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Agency Code 12000
APPENDIX X

Contract Number: C-026476

Contractor: Oneida County

Amendment Number X-2

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

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

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) A (November, 2010) with the attached appendix(es) A (December, 2011)
- Adds the attached appendix(es) B2 and D2
- Other: (describe) _____

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

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

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

\$ 267,246 From 4 / 1 / 10 to 3 / 31 / 12
(Value before amendment) (Initial start date)

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

\$ 133,623 From 4 / 1 / 12 to 3 / 31 / 13

This will result in new contract terms of:

\$ 400,869 From 4 / 1 / 10 to 3 / 31 / 13
(All years thus far combined) (Initial start date) (Amendment end date)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

December, 2011

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

20. OMNIBUS PROCUREMENT ACT OF 1992.

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

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

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

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

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

APPENDIX B BUDGET

ORGANIZATION NAME:	ONEIDA COUNTY HEALTH DEPARTMENT	NYS Allocated Amount
BUDGET PERIOD COMMENCING ON:	April 1, 2012	ENDING ON: March 31, 2013
		\$133,623

The following is a proposed budget for total funding being allocated to Oneida County for SFY11-12.

Number	Title	Annual Salary	Total Amount Budgeted For OCHD	Total Amount Budgeted From NYS
1	Principal Public Health Sanitarian (SC)	\$49,802	\$49,802	\$49,802
2	Senior Public Health Sanitarian (EL)	\$45,626	\$45,626	\$45,626
3	Public Health Sanitarian (PD)	\$50,896	\$50,896	\$50,896
		<i>Total Actual Salary</i>	\$146,324	
		42.9% Fringe Benefits @ 42.9%	\$62,773	\$0.00
		TOTAL PERSONAL SERVICE BUDGETED	\$209,097	\$133,623
		Difference (additional to be covered by OCHD)	(\$75,474)	

Other Than Personal Service Category	Amount (\$)
Supplies	\$0
Travel	\$0
Telephone	\$0
Postage	\$0
Photocopy	\$0
Other Contractual Services (specify)	\$0
Equipment	\$0
TOTAL OTHER THAN PERSONAL SERVICE BUDGETED	
	\$0
GRAND TOTAL BUDGETED (FOR NYS WATER GRANT)	
	\$133,623

Address: Oneida County Health Department
185 Genesee Street - 4th Floor
Utica, NY 13501

Phone: 315-798-5064
Fax: 315-798-6486
Email: ochdwater@ocgov.net

Contacts:
Director of Health: Gayle Jones, PhD, MPH, CEHS
Director of Environmental Health: Daniel Gilmore, PhD
Water Program Coordinator: Sean Clive, Principal Public Health Sanitarian

APPENDIX D2

ONEIDA COUNTY HEALTH DEPARTMENT WATER SYSTEM SUPERVISION WORKPLAN

SFY 12-13 (April 1, 2012 - March 31, 2013)

The following is a listing of program areas (both existing areas as well as new initiatives) which should be addressed in the work plan developed for the Drinking Water Enhancement grant. Each county health department has unique characteristics, which will require unique emphasis on the various items. Annual LHD comprehensive program assessments shall be utilized in identifying special programmatic emphases and correcting programmatic deficiencies. Please note that for each of those tasks/activities that are quantifiable, the work plan should identify not only the anticipated output but also the level of output achieved during SFY 09-10, for maintenance of effort comparison. The work plan for SFY 12-13 should be developed for the 12-month period (4/1/2012 – 3/31/2013).

I. Minimum Drinking Water Enhancement Grant Activities							
<u>Investigations/ Enforcement/ Emergency Response</u>							
1. Eliminate known public health hazards by immediate correction or other mitigation at all impacted public water supplies. - <i>Will Be Done as needed</i>							
2. Investigate water borne disease outbreaks, potentially attributable to drinking water. - <i>Will Be Done as needed</i>							
<u>General Public Water Supply Compliance Activities</u>							
1. Review of Disinfection Waivers – all systems with waivers require an annual sanitary survey and review for 5 -1.30(e) compliance. (List number of disinfection waived systems, all of which require an annual sanitary survey - 13 (See table below for list of waived systems)). Where necessary waivers must be revoked and technical assistance and regulatory oversight provided in the planning, design, and installation of disinfection/treatment facilities. - <i>Will Be Done</i>							
NY3208275	ALLENS' FLORENCE HOTEL, INC. (DW)	NY3202038	KAYUTA LAKE CAMPGROUND (DW)	NY3230086	NORTH STAR ORCHARD (A&M) (DW)	NY3208136	WOODS VALLEY SNACK BAR (DW)
NY3218911	DOMENICO'S GOLF COURSE, INC. (DW)	NY3230105	QUIK N EASY - WESTERNVILLE (A&M) (DW)	NY3201477	SIGNAL MOBILE COURT (DW)	NY3290098	WEST CAMDEN COUNTRY STORE (A&M) (DW)
NY3219611	LAZY K - R.V. RANCH (DW)	NY3290082	NIRVANA, INC.	NY3208147	G&S WARD'S DRIVE IN (DW)	NY3290097	PETERPAUL RECREATION PARK (DW)
NY3290091	NORTH COUNTRY CABINS						
2. Provide oversight, technical assistance, and take appropriate enforcement actions for Part 5 requirements, including but not limited to the following (<i>Will Be Done For All Rules</i>):							
a. Total Coliform Rule							
b. Surface Water Treatment Rule							
c. Stage 1 Disinfectants/Disinfection By-products Rule and Stage 2 Disinfectants/Disinfection By-products Rule							
d. Interim Enhanced/Long Term 1 Surface Water Treatment Rule and Long Term 2 Enhanced Surface Water Treatment Rule							
e. Radiological Rule							
f. Arsenic Rule							
g. Ground Water Rule							
3. Track general water supply compliance (MCLs / M&R), including citing violations, enforcement against public health hazards and significant non-compliers, assuring required public notifications are performed and reported. - <i>Will Be Done</i>							
4. Conduct sanitary surveys, using the following priority (Provide the number of current systems and number of sanitary surveys to be conducted in each category. SFY 09-10 numbers included for comparison):							
a. Annual Sanitary Surveys (noted as [SFY 09-10 # systems / Current # systems / # to be conducted])							
i. Unfiltered (Filtration Avoidance Systems) – [0 / 0 / 0]							
ii. All Systems with Disinfection Waivers – [10 / 13 / 13]							
iii. New Systems (on Startup) – [2 / 0 / 0] - <i>Unknown # – Will be done if applicable</i>							
iv. Systems with unresolved health based violations – [3 / 2 / 2]							
v. Systems with compliance schedules in effect – [3 / 2 / 2]							
b. Three Years							
i. Community (Federal & State) Systems (Surface/Ground Water) – [30 / 27 / 14]							
ii. Purchase Systems (without treatment) – [6 / 6 / 0]							
c. Five Years							

i. Community Groundwater Systems with effective 4-log treatment – [15 / 15 / 3]
ii. Purchase Systems (with and without treatment) – [9 / 9 / 0]
iii. Non-Transient Systems (Surface/Groundwater) – [3 / 2 / 1]
iv. Transient Non-Community Systems (Surface/Groundwater) – [94 / 90 / 48]
d. Permitted Facilities (CC, MHP) with Individual Water Systems – [12 / 13 / 5]
e. Bottled / Bulk Water Facilities- [2 / 2 / 2]
5. Assure all applicable systems have updated emergency response plans in place (2). Review / endorse updates to VAs and ERPs. Maintain a list of systems requiring plans and their status (<i>MVWA & Rome City</i>). Assess and note progress in implementing ERP/VA recommendations and other basic security issues during sanitary surveys of applicable systems. - Will Be Done
6. Review Monthly Operation Reports (Provide current number of systems required to submit MOR.) – expected ~ 130 (SFY 09-10 = ~ 126)
7. Notify public water systems of their annual monitoring responsibilities using sample schedules from SDWIS and reports developed by the Department. (List number of systems receiving notification) - 163 [SFY 09-10 = 163]
8. Conduct special investigations, studies, or training related to the water supply program as required / needed. - Will Be Done as necessary or as time permits depending on priorities of program, staff experience / ability/ availability.
Routine Compliance Activities
1. Assure follow-up sampling for all Total Coliform Rule, Ground Water Rule, and MCL violations or triggers is conducted. - Will Be Done as needed
2. Identify groundwater sources under the direct influence of surface water and take appropriate compliance and enforcement actions, using the newly developed GWUDI compliance guidance and related documents. - Will Be Done as needed
3. Utilize, in full, the Safe Drinking Water Information System (SDWIS Web) as specified below: (Procurement of hardware/software to improve connectivity and performance is an eligible budgetary expense while costs for ancillary local databases are not.)
a. Add and maintain inventory data, sample points and schedules; enter all sample result data; promptly enter violation and enforcement information including return to compliance; maintain sanitary survey information including tracking of significant deficiencies; enter all site visit information; implement new rule requirements; continue use of or demonstrate readiness for use of compliance determination support functions. - Will Be Done
b. Correct deficiencies noted in QA reporting, reconcile all existing data errors and address new errors at least on a weekly basis. - Will Be Done as needed
c. Support implementation of electronic drinking water reporting, demonstrating readiness with test water systems and system groups prior to full implementation. - Will Be Done
4. Assure Lead Monitoring is completed and Optimum Corrosion Control provided. - Will Be Done
5. Assure Annual Water Quality Reports (including SWAP summaries) are adequately completed and distributed. - Will Be Done
6. Review Certified Operator applicants, assure proper certification and assist in operator training, including new certification requirements. - Will Be Done
7. Assure systems have cross connection control plans. (List number of systems with adequate plans) - Will Be Done as continuing work with systems - 10 have adequate plans - currently working with all CWSs (51) [SFY 09-10 = 7]
8. Assure systems practicing fluoridation are properly constructed and operated at "optimum" levels, and submit DOH-360CFLs to the Bureau of Water Supply Protection. (List number of systems that fluoridate) - Will Be Done - 2 systems fluoridate with primary system in Oneida County (MVWA, Clinton) [SFY 09-10 = 2]
9. Conduct Drinking Water Quality Surveillance in accordance with the Article 6 and/or the "Statewide Public Water System Supervision (PWSS) Program Cost Reduction Measures" field memo dated April 28, 2010, as appropriate. (Provide number of samples to be collected and analyzed) – Will Be Done
a. Bacteriological – Community = 62 (<i>includes state community – some federal NP</i>) [SFY 09-10 = 112]
b. Bacteriological – Non-Community = 102 [SFY 09-10 = 104]
c. Inorganic Chemicals = 12 <i>to be requested by OCHD through NYSDOH program</i> [SFY 09-10 = 0 – 24 samples were collected in January – February 2009 and 13 in August 2010 – outside SFY 09-10]
d. Organic Chemicals – VOC/SOC = 12 <i>to be requested by OCHD through NYSDOH program</i> [SFY 09-10 = 0 – 24 samples were collected in January – February 2009 and 13 in August 2010 – outside SFY 09-10]
e. Organic Chemicals – DBPs = 2 (<i>OCHD requested through NYSDOH</i>) [SFY 09-10 = 0]
f. Radiological = 0 [SFY 09-10 = 0]
g. Other (please be specific) = Nitrate – possibly 2 or 3 surveillance samples, Individual Assistance depending on need, Turbidity via HACH Turbidimeter for spot checks of GWUDI systems with adequate treatment – assess effectiveness of multi-layered filtration, UV intensity as measure of turbidity
10. Assist in promoting, identifying and implementing Drinking Water State Revolving Fund (DWSRF) projects. (List number of projects on DWSRF

Readiness List) – 22 projects - 1 above funding line (City of Rome)
11. Conduct Plan Review, including new source reviews, comment on Water Supply Applications, promote specific system improvements, and assure the review and approval of back flow prevention devices. - Will Be Done as needed
12. Provide advice regarding water quality and quantity issues and long-term solutions to these problems. - Will Be Done as needed
13. Maintain a working knowledge of Appendix 5-B and provide technical assistance to individual well owners. - Will Be Done as needed
14. Perform viability reviews, under the Capacity Development program, for any new system, existing systems, and systems applying for DWSRF assistance. - Will Be Done as needed
Staff Development
1. Maintain the necessary professional engineering capacity to review engineering plans and specifications. – Without in-house staffing, engineering capacity will be provided with contractual engineering firms - Will Be Done
2. Maintain necessary technical expertise to be able to perform the requirements of this workplan including conducting sanitary surveys and operational assessments of public water systems (e.g. participation in the Basic Environmental Health Program, sanitary survey trainings and other trainings offered by the Department). – Will Be Done
3. Attend a minimum of two training sessions involving water supply issues that are scheduled or announced by the Department, including special regional and Conference of Environmental Health Director meetings (by the Director of Environmental health and/or appropriate drinking water staff). - Will Be Done
Implement New Safe Drinking Water Act Programs and Regulations
1. Notify water systems, implement monitoring programs and identify deficiencies that water systems may experience with new standards as they are promulgated and implemented. - Will Be Done as needed
II. Additional Reimbursable Grant Activities
Enhance the Safety of Drinking Water at Non-Public Water Systems
a. Evaluate the sanitary quality and construction of water systems not regulated by the State Sanitary Code but providing drinking water to the public. (List number and type of water systems) - Will Be Done if possible or as staffing allows (Unknown #)
b. Provide technical assistance to Individual Homeowners, Special Event Operators and other facilities serving water to the public. - Will Be Done if possible or as staffing allows
c. Certain activities related to, but go beyond, the delivery of the full drinking water program, as approved (i.e. on-site wastewater treatment systems or other) (List number and type of activity) - Will Be Done if possible or as staffing allows (Unknown #)
III. DWE Reporting
1. A mid-year status report of work plan activities (through 9/30/12) is due to the Regional Office by December 31, 2012. - Will Be Done
2. A final status report of work plan activities (through 3/31/13) is due to the Regional Office by June 30, 2013. This provision shall survive the term or termination of this contract. - Will Be Done

Address: Oneida County Health Department
185 Genesee Street - 4th Floor
Utica, NY 13501

Phone: 315-798-5064
Fax: 315-798-6486
Email: ochdwater@ocgov.net

Contacts:

Director of Health:	Gayle Jones, PhD, MPH, CEHS
Director of Environmental Health:	Daniel Gilmore, PhD
Water Program Coordinator:	Sean Clive, Principal Public Health Sanitarian

APPENDIX B

BUDGET

ORGANIZATION NAME:	ONEIDA COUNTY HEALTH DEPARTMENT		NYS Allocated Amount
BUDGET PERIOD COMMENCING ON:	April 1, 2012	ENDING ON: March 31, 2013	\$133,623

The following is a proposed budget for total funding being allocated to Oneida County for SFY11-12.

Number	Title	Annual Salary	Total Amount Budgeted For OCHD	Total Amount Budgeted From NYS
1	Principal Public Health Sanitarian (SC)	\$49,802	\$49,802	\$49,802
2	Senior Public Health Sanitarian (EL)	\$45,626	\$45,626	\$45,626
3	Public Health Sanitarian (PD)	\$50,896	\$50,896	\$50,896
<i>Total Actual Salary</i>				
		Total Salary Budgeted	\$146,324	\$133,623
		42.9% Fringe Benefits @ 42.9%	\$62,773	\$0.00
		TOTAL PERSONAL SERVICE BUDGETED	\$209,097	\$133,623
		Difference (additional to be covered by OCHD)	(\$75,474)	

Other Than Personal Service Category	Amount (\$)
Supplies	\$0
Travel	\$0
Telephone	\$0
Postage	\$0
Photocopy	\$0
Other Contractual Services (specify)	\$0
Equipment	\$0

TOTAL OTHER THAN PERSONAL SERVICE BUDGETED	\$0
GRAND TOTAL BUDGETED (FOR NYS WATER GRANT)	\$133,623

Address: Oneida County Health Department
185 Genesee Street - 4th Floor
Utica, NY 13501

Phone: 315-798-5064
Fax: 315-798-6486
Email: ochdwater@ocgov.net

Contacts:
Director of Health: Gayle Jones, PhD, MPH, CEHS
Director of Environmental Health: Daniel Gilmore, PhD
Water Program Coordinator: Sean Clive, Principal Public Health Sanitarian

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

EDUCATION OF HANDICAPPED CHILDREN PROGRAM

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

FN 20 12 - 278

May 15, 2012

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

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Gayle D. Jones". The signature is fluid and cursive.

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

GDJ/bc
Enclosures

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

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.". The signature is bold and cursive.

Anthony J. Picente, Jr.
County Executive

Date 5/29/12

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

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

NAME AND ADDRESS OF VENDOR: **Communicare Therapy Services, LLC**
601 Sherrill Road, Sherrill, New York 13461

VENDOR CONTACT PERSON: Heidi Fox 363-8288

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

CLIENT POPULATION SERVED: 2011 – 62 (Coordination – 8; Occupational Therapy – 0; Physical Therapy – 14; Speech Therapy – 40) Clients

2011 RELATED SERVICES CONTRACT YEAR TOTAL: \$ 69,120.00

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

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

_____NEW RENEWAL _____AMENDMENT

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

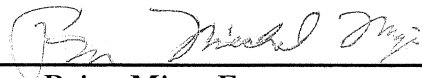
Less Revenues: _____

State Funds _____ 59.5% of Total Dollars__

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

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

Approved as to Form by County Attorney:



Brian Miga, Esq.

SIGNATURE: Barbara Pellegrino, Director Special Children Services

ONEIDA COUNTY PRESCHOOL RELATED SERVICE CONTRACT

This Contract, by and between the COUNTY OF ONEIDA, a municipal corporation of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, acting through its Department of Health, Education/Transportation of Handicapped Children Program, located at 185 Genesee Street, Utica, New York 13501, hereinafter collectively referred to as Municipality, and **Communicare Therapy Services, LLC, 601 Sherrill Road, Sherrill, New York 13461**, a related service provider hereinafter referred to as the Contractor, is for the provision of related services to preschool children, (ages 3 – 5), with handicapping conditions pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education.

WITNESSETH:

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

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

WHEREAS, any Contractor which shall be a party to this contract or any other contract with the Department of Health for the County of Oneida shall not use federal funds for lobbying purposes as required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110.

WHEREAS, any Contractor entering into this or any other contract with the County of Oneida, Department of Health shall not have its principal disbarred, ineligible, or voluntarily excluded from a cover transaction by any federal agency as required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110. Moreover, the Contractor may not have within the last three year period, been convicted of, have a civil judgment rendered or be presently under an indictment for the commission of fraud or criminal offense which would make them ineligible to receive our funding from Oneida County.

WHEREAS, any Contractor entering into this contract or any other contract with the County of Oneida, Department of Health shall continue to provide a drug-free workplace by following the established requirement of the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610. (Attachment A)

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

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

1. TERM OF AGREEMENT

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

2. RATES

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

3. TERMINATION

- **BY CONTRACTOR:** Should the Contractor request termination of this contract, a written notice of any such termination shall be provided to the Municipality by the Contractor not less than thirty (30) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall incur no additional expenditures unless previously authorized.
- **BY MUNICIPALITY:** This contract may be terminated at any time by the Municipality upon the giving of ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this contract, the Municipality may terminate the contract effective upon written notice at any time. Furthermore, should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Contract, the Municipality shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such event, the Municipality shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Municipality be responsible for any actual or consequential damages as a result of termination.

4. SCOPE OF SERVICES

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

5. HEALTH REQUIREMENTS

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

6. CHILD ABUSE/MALTREATMENT MANDATE

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

7. CONFIDENTIALITY

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

8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

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

9. REPORTING REQUIREMENTS (1)

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

REPORTING REQUIREMENTS (2)

The Contractor shall also:

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

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

10. RESPONSIBILITIES OF COORDINATOR OF SERVICE

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

11. MAKE UP POLICY

1. Reporting Absences

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

2. Student Absence or Cancellation

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

3. Therapist Absence or Cancellation

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

4. Prolonged Absence of Therapist

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

5. Holidays and Other School Closings

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

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

6. Limitations on Scheduling Therapy Makeup Sessions

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

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

7. Documentation Required

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

12. INSURANCE

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

13. INDEMNIFICATION

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

14. EXCLUSIVITY

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

15. CONTRACTOR STATUS

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

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

16. SUBCONTRACT

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

17. AUDIT

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

18. WASTE MANAGEMENT

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

19. RENEWAL

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

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

MUNICIPALITY – ONEIDA COUNTY

BY: _____

Anthony J. Picente Jr.
Oneida County Executive

DATE: _____

APPROVED CONTRACTOR

Communicare Therapy Services, LLC

BY: Heidi Joo

DATE: 5-8-12

Approved as to Form ONLY

ONEIDA COUNTY ATTORNEY

BY: _____
Brian Miga, Esq.

AMANDA E. DOUGLASS
Notary Public, State of New York
No. 01D06207418
Qualified in Madison County
My Commission Expires June 15, 20¹³

Amanda E. Douglass

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

ATTACHMENTS

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

ATTACHMENT A

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Heidi K Fox Communicare services LLC
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Heidi K Fox Sole Member LLC
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Heidi K Fox 5-8-12
SIGNATURE DATE

ATTACHMENT B-1

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

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

Communicare Services LLC
(Organization/Contracted Provider's Name)

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

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

(Outside Contract) Provider's Authorized Signature: Herdin Jr
Address: 401 Sherman Road
City: Sherman State: NY Zip: 13461
Telephone: (315) 363-8288 Date Signed: 5-8-12

ATTACHMENT B-2

STATEMENT OF REASSIGNMENT

Communicare Services, LLC

Name of the Outside Contracted Provider

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

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

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

5-8-12

(Date)

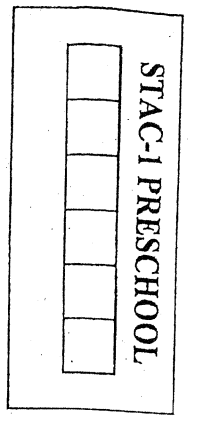
Hendrix J

(Outside Contract Service Provider's Signature)

ATTACHMENT C

ONEIDA COUNTY RELATED SERVICE RATES

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



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

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

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

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

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

6. Racial/Ethnic Category of Child (Definitions on reverse side of this form) Circle one:
Amer. Ind. or Pac. Island. _____ Asian or Black _____ Hispanic _____ White _____

7. Placement Type Check One
 Approved Center Based Program (HSPRE) Related Services and/or SEIT (HSSED)
 Special Class Related Services only
 Special Class Integrated Setting Special Education Itinerant Teacher and/or SEIT plus Related Services

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

9. Service Provider for Center Base or SEIT.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

10. Name of Program.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

1. _____
2. _____
3. _____
4. _____
5. _____

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

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

Signature: _____

ATTACHMENT E

PRESCHOOL RELATED SERVICE PROGRESS NOTES

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

School District _____ Agency Name _____

OT PT ST SEIT Frequency per IEP _____

Therapist (Print) _____ NPI # _____

UDO (Print) _____ NPI # _____

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

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

ATTACHMENT E

PRESCHOOL RELATED SERVICE PROGRESS NOTES

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

School District _____ Agency Name _____

OT PT ST SEIT Frequency per IEP _____

Therapist (Print) _____ NPI # _____

UDO (Print) _____ NPI # _____

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

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

ATTACHMENT F

**ONEIDA COUNTY
PRESCHOOL RELATED SERVICES
CHILD'S THERAPY RECORD
VERIFYING SIGNATURE SHEET**

NAME OF CHILD _____ DOB _____

SCHOOL DISTRICT _____

THERAPIST'S NAME _____ AGENCY _____

SERVICE PROVIDED: ST OT PT SEIT OTHER

(please specify)

SERVICE DATE	SERVICE LOCATION * see codes	TIME IN	TIME OUT	TOTAL TIME SPENT	THERAPIST'S SIGNATURE	VERIFYING SIGNATURE (MUST BE SIGNED AT TIME OF SERVICE)

Therapist Signature & Title

Co-Signature & Title (If required)

* codes: **H** – Home, **NS** – Nursery School, **UPK** – Universal Pre-K, **DC** – Daycare, **HS** – Head Start **O** – Other (please specify)

ATTACHMENT G

PROCEDURES FOR PRESCHOOL RELATED SERVICE CLAIMS

Each claim must include the following:

A. ONEIDA COUNTY CLAIM VOUCHER

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

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

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

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

B. STUDENT LISTING

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

C. PRESCHOOL RELATED SERVICE NOTES

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

D. PRESCHOOL COORDINATION SHEET

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

E. PARENT/GUARDIAN SIGNATURE SHEET

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

F. PRESCRIPTION

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

G. MEDICAID RELEASE FORM

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

Invoices must contain all supporting documentation.

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

All required information must be completed on respective forms.

Claims may not cross calendar years or terms of service.

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

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

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

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

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

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

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

Claims are to be submitted to:

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

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

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

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

Please refer to your contract for documenting issues and requirements.

ATTACHMENT H

Information Below To Be Complete Prior To Submission For Payment

Date of Payment

VOUCHER
COUNTY OF ONEIDA
800 PARK AVENUE
UTICA NY 13501

Code #	Account	P.O. #	Amount

Department: _____

Claimant's Name: _____ Dept. # _____ Partial _____

Address: _____ Vendor # _____ Complete _____

1099 _____

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated.

Check No.

PURCHASE ORDER # _____
PURCHASE ORDER NUMBER-if a purchase order has been issued for the items charged, place the purchase order number in the space provided.

Comptroller
Deputy Comptroller

Date	Vendor's Invoice #	Quantity	Description of Materials or Services <small>Detailed Invoices must be attached and Total entered on this Voucher</small>	Unit Price	Amount

Claimant's Certification

_____ certify that the above account in the amount of \$ _____
is true and correct; that the items, services and disbursements charged, were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt are not included; and that the amount claimed is actually due.

Date _____ Signature _____ Title _____
Federal ID # _____ Social Security # _____
(Space below for Municipal Use)

DEPARTMENT APPROVAL
The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.
Date _____ Signature of Department Head _____

Resolution adopted by the Oneida County Board of Supervisors November 11, 1925.
That all persons or corporations having claims against the County of Oneida shall present the same to the County Comptroller for audit not later than the 15th day of succeeding month in which said claim accrued.
N.B.A. copy of the contract upon which the foregoing account is based should be attached.

IMPORTANT NOTICE: *CURRENT MSDS FOR CHEMICAL PRODUCTS MUST BE SUBMITTED WITH THIS ORDER. NON-PAYMENT OF CLAIM WILL RESULT UNTIL THE DOCUMENT IS RECEIVED.*

**ONEIDA COUNTY
HEALTH DEPARTMENT**

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

ATTACHMENT I

MEMORANDUM

TO: Oneida County Related Service Providers

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

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

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

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

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

NYS Part 200 Regulations, Sect.200.16

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

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

DEFINITIONS

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

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

DOCUMENTATION OF REGRESSION/RECOUPMENT TIME

A. Considerations in determining substantial Regression and Recoupment Time.

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

B. Documenting Regression/Recoupment Time.

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

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

Student: _____ D.O.B. _____

District: _____

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

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

Form Completed by: _____

Title: _____

Date: _____

SEPARATE FORM TO BE SUBMITTED FOR EACH DISCIPLINE.

EACH INDIVIDUAL MAY USE AS MANY FORMS AS NEEDED.

TYPES OF PROGRAMS/SERVICES TO CONSIDER FOR JULY/AUGUST

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

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

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

Student: _____ D.O.B. _____

District: _____

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

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

Form Completed By: _____

Title: _____

Date: _____

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

RECOMMENDATIONS FOR PROFESSIONAL PRACTICE

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

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

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

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

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

C. Municipality Representatives – The municipality representatives responsibilities Include:

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

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

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

E. Parents – The parents of preschoolers responsibilities include:

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

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

185 GENESEE STREET 5th Floor
UTICA NEW YORK 13501

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

COORDINATION OF RELATED SERVICES RECORD

CHILD'S NAME _____ SERVICE MONTH & YEAR _____

SCHOOL DISTRICT _____

COORDINATOR OF RELATED SERVICES AND TITLE _____

AGENCY NAME (IF APPLICABLE) _____

RELATED SERVICES:

TYPE _____ # _____ x/wk _____ PROVIDER _____

TYPE _____ # _____ x/wk _____ PROVIDER _____

TYPE _____ # _____ x/wk _____ PROVIDER _____

(Please circle the date or dates of coordination)

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

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

NOTES:

THERAPIST SIGNATURE & TITLE

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

NOTES:

THERAPIST SIGNATURE & TITLE

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

NOTES:

THERAPIST SIGNATURE & TITLE

SELECTION & RESPONSIBILITIES OF THE COORDINATOR OF RELATED SERVICES

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

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

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

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

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

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

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

ATTACHMENT K

PARENTAL CONSENT FOR RELEASE OF EDUCATIONAL INFORMATION FOR
MEDICAID FUNDING

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

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

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

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

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

Parent/Guardian Signature: _____ Date: _____

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

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

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

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

AGENCY ADDRESS AREA:

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

APPLICANT INFORMATION**APPLICANT/HOUSEHOLD MEMBER AREA:**

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

- Remember to **write clearly** or **type** all information in order to assist in obtaining an accurate response. Record all names with the last_name first, then the first name, and middle name.
- First line: Applicant's name. If there is more than one applicant place the additional name(s) on the lines below the maiden name line.
- Second line: Any maiden names, previous married names, or aliases by which the applicant is or has been known. Use additional lines if there is more than one maiden/married/alias name to be listed.
- Remaining lines: Names of all other household members. (Attach an additional page if needed.)

If there are no other household members, indicate NONE on the line below "Maiden/Alias".

- First column: indicate the relationship to the applicant of each person listed. (Spouse, son, daughter, mother, father, friend, etc.)
- Sex M/F column: fill in either M (Male) or F (Female) for every person listed.
- Date of Birth column: fill in complete date of birth (mm/dd/yy) for everyone listed on the form.

ADDRESS AREA:

The information required varies depending on the particular category:

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

SIGNATURE AREA:

Signatures required depend upon the particular category:

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

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

MAIL YOUR COMPLETED LDSS-3370 FORM TO:

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

TO ORDER A SUPPLY OF LDSS-3370 FORMS:

Please access the (OCFS-4627) **Request for Forms and Publications**, from the Intranet: <http://ocfs.state.nyenet/admin/forms/SCR/>
Internet: <http://www.ocfs.state.ny.us/main/forms/cps/> and mail the completed OCFS-4627 Request for Forms and Publications, to:
THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12144.

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

Agency Use Only

SCR USE ONLY
REQUEST ID:

ALL INFORMATION MUST BE COMPLETE. PLEASE PRINT OR TYPE

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

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

APPLICANT/HOUSEHOLD MEMBER AREA

***PLEASE TYPE OR PRINT CLEARLY**

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

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

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

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

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

EIGHTEEN YEARS OLD OR OVER:

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

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

AGENCY LIAISON INSTRUCTIONS

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

AGENCY CODE

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

DAYCARE PROVIDERS

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

RESOURCE I.D. (RID)

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

CLEARANCE CATEGORIES

Record the appropriate category.

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

AGENCY LIAISON

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

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

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

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

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

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

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

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

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

MAIL YOUR COMPLETED LDSS-3370 FORM TO:

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

TO ORDER A SUPPLY OF LDSS-3370 FORMS:

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

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

**CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY**

I, _____, CCC-SLP, NYS Licensed and Registered
Speech-Language Pathologist, with current license number _____ and NPI number _____

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

Name of Therapist

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

Signature of Licensed Speech/Language Pathologist

Date

ATTACHMENT N-1

**CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY**

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

Name of Therapist

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

Signature of Licensed Physical Therapist

Date

ATTACHMENT N-2

**CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY**

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

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

Name of Therapist

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

Signature of Licensed Occupational Therapist

Date

ATTACHMENT O

PHYSICAL THERAPY SUPERVISION REQUIREMENT

Requirements for supervision of PTAs (1):

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

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

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

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

ATTACHMENT P

OCCUPATIONAL THERAPY SUPERVISION OF OT ASSISTANTS

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

Sign and date:

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

4410 RELATED SERVICE INFORMATION SHEET

Individual

(Enter any Changes/Corrections below)

Name _____

Address _____

City, State, Zip _____

Telephone _____ Cell: _____ FAX: _____

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

Provider's Social Security Number _____

NPI Number _____

1. Type of Service Provided _____

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

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

Times Available: _____

Comments: _____

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

Note expiration dates and submit updates when due

State _____

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

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

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

Medicaid Release Form _____ (Sign Form Attached to Contract)

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

Confidentiality Statement:

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

Signature of person signing this Agreement

Date

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

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

Provider

Address

Date

4410 RELATED SERVICE INFORMATION SHEET
AGENCY

Name of Provider : Communicare Services LLC

Address 601 Sherrill Rd

City, State, Zip Sherrill NY 13461

Telephone: (315) 363-8288 FAX #: (315) 363-8814

Indicate if you are a
(check only one)

4410 Centerbase Provider only

4410 Centerbase and Article 28

Professional Agency

Other (Specify) _____

Contact Person whose name will be provided to CPSE Chairpersons as liaison for availability of personnel to provide services.

Name/Title Heidi Fox - CCC-SLP / Director / Owner Phone # 315-363-8288

Address 601 Sherrill Rd Sherrill NY FAX # 315-363-~~8288~~8814
13461

Contact Person responsible for billing, receiving STAC1 notices and informing services liaison that therapists can begin delivering services.

Name/Title Amber Jones - Office Manager Phone # 315-363-8288

Provider's Federal ID Number: 06-1087519

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

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

Times Available: 8-4 M-F

Comments: _____

Type of "Itinerant" Related Services provided on a regular basis and locations where you will provide these services. Check all that apply:

Types of Services Provided	Sites where you will provide these services	
	Home/Community	Facility
<input type="checkbox"/> Speech Pathologist/Teacher of Speech and Hearing Handicapped	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Physical Therapy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Occupational Therapy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Audiology	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Teacher of the Deaf/Hearing Impaired	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Teacher of the Blind/Visually Impaired	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Social Worker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Psychologist (licensed psychologist)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Play Therapy/Orientation & Mobility Specialist	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Certified Teacher Assistant	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Teacher Aide	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other, Please Specify: _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

Documentation Required: (Please submit with signed contract if not marked 'OK')
Note expiration dates and submit updates when due.

License/Certification, NPI Numbers and Child Abuse Clearances _____ (Include all staff servicing this contract)

Copy of ASHA cards for Speech Pathologists _____

Copy of College Diploma for only Physical Therapists servicing preschool children _____

Insurance Certificate _____ Update Due: _____
 (\$1 million/\$3 million)

Medicaid Release Form _____ (Form Attached to Contract)

Solid Waste Hauler Name City of Ohermll (Refer to page 1 of Contract) attached

Confidentiality Statement:

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

Heidi Fox
 Signature of person signing this Agreement

5-8-12
 Date

Anthony J. Picente Jr.
County Executive

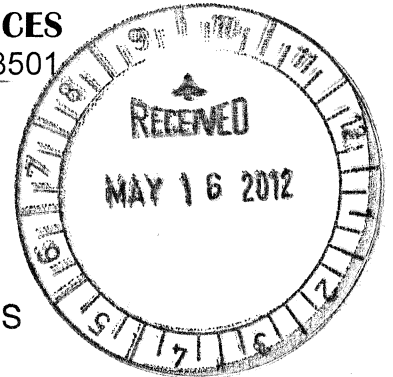
Lucille A. Soldato
Commissioner



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

May 8, 2012

FN 20 12-273



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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

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 Amendment to 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 Amendment shall commence July 1, 2012 and run through December 31, 2012. The Amendment lowers the hourly rate from \$ 50.00 per hour to \$ 45.00 per hour with a 3% discount option for all bills paid within 30 days of invoice. If discount is taken advantage of the cost per hour will be \$ 43.65 per hour. Amending this contract will lower the current cost, \$ 5.00 - \$ 6.35 per hour. The Department spent \$ 61,945 from October 1, 2010 through September 30, 2011 and has a local cost of 10% or \$ 6,194.50.

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 5/8/12

LAS/tms
attachment

36701
5/7/12

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 (Amendment)

Proposed Dates of Operations: January 1, 2012 through December 31, 2012
Amendment effective July 1, 2012 – December 31, 2012

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

Amendment lowers the hourly rate from \$ 50.00 per hour to \$ 45.00 per hour with a 3% discount option for all bills paid within 30 days of invoice. If discount is taken advantage of the cost per hour will be \$ 43.65 per hour. Amending this contract will lower the current cost, \$ 5.00 - \$ 6.35 per hour.

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:

\$ 45.00 per hour
\$ 35.00 per half hour

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

Mandated or Non-mandated: Mandated

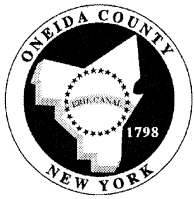
Proposed Funding Source (Federal \$ /State \$ / County \$):

Federal	62 %	\$ 27.90 per hour
State	28 %	\$ 12.60 per hour
County	10 %	\$ 4.50 per hour

Cost Per Client Serves

Past performance Served: The Department has contracted with this provider for this service since 2007. The Department spent \$ 61,945.00 from October 1, 2010 through September 30, 2011.

O.C. Department Staff Comments: This amendment lowers the hourly rate from \$ 50.00 per hour to \$ 45.00 per hour. 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.



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

GREGORY J. AMOROSO
COUNTY ATTORNEY

INTER DEPARTMENT MEMORANDUM

DATE: May 15, 2012

TO: Carolann N. Cardone, Democratic Commissioner
Pamela N. Mandryck, Republican Commissioner

FROM: Gregory J. Amoroso
County Attorney

RE: NYS BOE HAVA "Shoebox" Grant Contract

This memo is in response to your letter of May 9, 2012, and various email correspondence, relating to the request of Contract Administrator Kimberly Flint for the "Appendix B – Workplan/Budget" form to be completed in order for the Shoebox HAVA grant contract to be forwarded for Board of Legislators approval. Your letter questions the request that a completed budget and narrative workplan be provided. You also directed this office to contact the New York State Board of Elections for clarification and direction in this matter. As a courtesy to your request, we did contact the State, and now provide you with their response below.

Contrary to the statements within your letter, the New York State Board of Elections HAVA Shoebox Coordinator has verified to this office that this form must be completed now, and in fact should have been completed at the time of application. The following is a direct quote from written correspondence received this day from Lisa Shaw:

"Appendix B (Shoebox Grant Workplan/Budget) form, that is included in the "Shoebox Contract" does have to be completed at the time that the contract is signed. Appendix B was previously sent to the counties and should be completed and submitted with their complete application packet."

Now that the State has verified their expectations regarding this matter, please complete the Appendix B – Workplan/Budget and narrative in order that this office may complete the review of the contract and forward it to the Board of Legislators for action.

Cc: Anthony J. Picente, Jr., County Executive
Gerald J. Fiorini, Chairman, Board of Legislators
Michael B. Waterman, Chairman, Government Operations Committee
Kimberly Strong Flint, Contract Administrator

AMENDMENT

This is to Amend our Purchase of Services Agreement #36701 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 principal offices at the Oneida County Office Building 800 Park Avenue, Utica, New York 13501 (hereinafter called Department) and Mohawk Valley Resource Center for Refugees, Inc., having a principal place of business at 309 Genesee Street, Utica, New York 13501.

WHEREAS, Purchase of Services Agreement # 36701 fee schedule for Interpreting services with a contract period January 1, 2012 through December 31, 2012 will be amended and become effective on July 1, 2012.

WHEREAS, with this amendment effective July 1, 2012 the following paragraphs on page 1 of agreement # 36701 will be deleted:

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.

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.

WHEREAS effective July 1, 2012 above deleted paragraphs on page 1 of contract # 36701 will be replace with the following fee schedule and shall read:

Interpretation

Now, therefore, the Contractor agrees to provide interpreters for the Department with hours from 8:00am – 8:00pm. The Department agrees to pay the Contractor for services at a rate of \$ 45.00 for the first full-hour in-person appointment and \$ 12.00 for each additional ¼ hour increments or discounted rate for additional full hours at a rate of \$ 40.00 per hour after the initial one hour has been achieved and agrees to pay the Contractor at a rate of \$ 35.00 for the first half-hour in-person appointment and \$ 12.00 for each additional ¼ hour increments. The Department will pay \$ 1.00 per minute for telephonic interpreting and \$ 1.25 a minute for video interpreting. The Department agrees to pay \$ 75.00 for the first hour in-person appointment during the hours of 8:00 pm to 8:00 am and \$ 15.00 for each additional ¼ hour increments during these hours. The Department will pay \$ 15.00 if appointment is cancelled after 4 pm of business day proceeding appointment and in the instance of a Client and or Worker no show the interpreter will wait 15 minutes for required parties and will leave after that point and the Department will be charged a \$ 20.00 no show fee. The Department will receive a 3% discount off interpretation invoices paid within 30 days of invoice date.

Translations

The Contractor agrees to provide Translation service to the Department. The Department agrees to pay 23 cents per English word for Spanish, 28 cents per English word for Bosnian, Croatian, Serbian, Russian and 36 cents per English word for Arabic, Burmese, Karen, Kiswahili, Kizigula, Maay Maay, Mandarin, Nepali, Somali, Vietnamese.

Fees for translation are per English word. All translations are completed in two-weeks unless other arrangements are negotiated. There may be a surcharge for expedited translations, depending on length, complexity and desired time frame. An additional charge applies to documents requiring the pagination of translations into a client's graphic document; this does not apply for simple documents. Translations will be provided as printed copies and as electronic files (PDF and Word Formats for Roman alphabets and PDF for non-Roman alphabets).

This Amendment 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: 5/4/2012

Agency: Mohawk Valley Resource Center for Refugees

Authorized Signature: 

Print Authorized Name: Shelly Callahan

Title: Interim Executive Director

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, 2012 and terminate December 31, 2012 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.

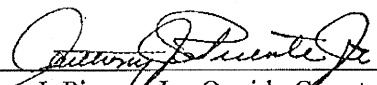
This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

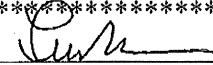
The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

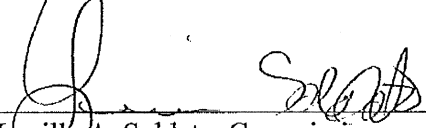
*Mohawk Valley Resource Center for Refugees
Interpreter Services*

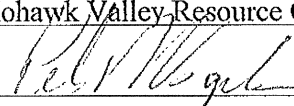
*# 36701
January 1, 2012 – December 31, 2012*

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: 12/29/11
Oneida County Executive: 
Anthony J. Picente Jr., Oneida County Executive

Approved as to Form 
Oneida County Attorney

Date: 1-11-12
Oneida County Department of Social Services: 
Lucille A. Soldato, Commissioner

Date: 10-25-11
Agency: Mohawk Valley Resource Center for Refugees
Authorized Signature: 
Print Authorized Name: Peter D. Vogel
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 notice of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

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

Peter D. Vogelauer, Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Peter Vogelauer 10-25-11
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

June 6, 2012

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

FN J20 12-274 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

HEALTH & HUMAN SERVICES

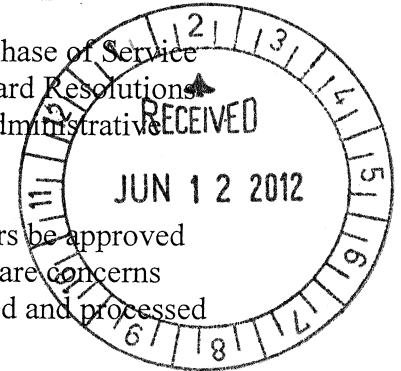
Dear Mr. Picente:

WAYS & MEANS

Date 6/13/12

I am submitting the following sample contract for all thirty two (32) Purchase of Service Agreements 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.

I am respectfully requesting that this sample contract for Day Care Centers be approved for all thirty two (32) Agreements under one resolution, however if there are concerns with any individual Day Care Center, that Day Care Center maybe omitted and processed separately.



The following is a list of the thirty two (32) Day Care Centers:

- Caboodles Early Childhood Center, LLC, 6989 Laura Street, Lyons Falls, NY
- Cazenovia Children's House, Inc., 2757 Route 20 E. Cazenovia, NY
- Celebration Children's Center of Canastota Inc., 206 Wilson Ave, Canastota, NY
- Center for Family Life & Recovery Inc., 253 Silverstone Road, Remsen, NY
- Chenango Nursery School Inc., 59 W. Kendrick Ave., Hamilton, NY
- North Utica Senior Citizens Recreation Center Inc., 50 Riverside Drive, Utica, NY
- The Children's Center at Morrisville State College, Inc., Bailey Hall, Morrisville, NY
- Clinton Child Care Center, Inc. DBA Clinton Early Learning Center, 198 College Hill Road, Clinton, NY
- Court Street Children's Center, Inc., 415 Court Street, Utica, NY
- The Eastern Star, Day Care Center Inc., 8280 St. RT 69, Oriskany, NY
- First Nursery School of Utica, 1605 Genesee Street, Utica, NY
- Kathleen M. Lloyd DBA Half Pint Academy Child Care Center, 7829 State Route 5, Kirkland, NY
- The Gingerbread House Preschool and Child Care Center, 2500 Grant Blvd, Syracuse, NY 13208
- Hand in Hand Early Childhood Center Inc., 5780 Brookside Circle, Lowville, NY
- Herkimer County Community College a/k/a Herkimer Community College a/k/a HCCC Child Care Center, 100 Reservoir Road, Herkimer, NY

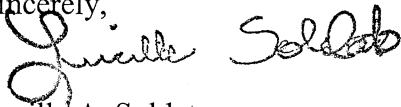
- The Jewish Community Federation of the Mohawk Valley, NY, Inc., 2310 Oneida Street, Utica, NY
- Junior Junction, Inc., 2215 Genesee Street, Utica, NY
- Griffiss Federal Employee Child Care Group, Inc. a/k/a Little Learners on Campus, 808 Cypress Street, Rome, NY
- Trustees of the Masonic Hall and Asylum Fund a/k/a Masonic Care Community of New York, 2150 Bleecker Street, Utica, NY
- Mohawk Valley Community Action Agency, Inc., a/k/a MVCAA, Inc. Griffiss Child Development Center, 9882 River Road, Utica, NY
- Mohawk Valley Community College a/k/a MVCC - Kiddie Campus Child Care Center, 1101 Sherman Drive, Utica, NY
- The Neighborhood Center Inc., 293 Genesee Street, Utica, NY
- Oneida Area Day Care Center, Inc., 447 Sayles Street, Oneida, NY
- Young Men's Christian Association and Woman's Community Center of Rome, New York a/k/a YMCA of the Greater Tri-Valley, Inc., 301 Bloomfield Street, Rome, NY
- St. Paul's Church a/k/a St Paul's Church – Nazareth Child Care Center, 11 Parkway Drive, Whitesboro, NY
- St Mary's Roman Catholic Church of Clinton, 5 Prospect Street, Clinton, NY
- Sitrin Child Day Care Facility, Inc., 3 Kavod Road, New Hartford, NY
- Thea Bowman House Inc., 731 Lafayette Street, Utica, NY
- United Methodist Church a/k/a Trinity United Methodist Church a/k/a Treehouse After School Program, 8595 Westmoreland Road, Whitesboro, NY
- Utica Eastside Mission After School Program, 932 Rutger Street, Utica, NY
- Upstate Cerebral Palsy, Inc., a/k/a United Cerebral Palsy, Inc. a/k/a United Cerebral Palsy, Inc. - New Discoveries Day Care, 1020 Mary Street, Utica, NY
- Westmoreland Elementary After School Program Inc., Route 233, Westmoreland, NY

The Centers provides safe Day Care Services for children. The Department pays them to care for children of eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of these Agreements is October 1, 2012 through September 30, 2013, which is paid at Day Care "Market Rates" as determined by New York State Office of Children and Family Services. Total cost of these Day Care Centers in 2011 was \$ 2,315,055.75 with a local share of 4 % or \$ 92,602.23.

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

6/5/12

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Various Day Care Agencies
(See Attached Summary for listing of all thirty two (32) Day
Care Agencies)

Title of Activity or Services: Day Care Services for Children

Proposed Dates of Operations: October 1, 2012 through September 30, 2013

Client Population/Number to be Served: Children in need of Day Care Services up to age 12.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Provide Day Care Services to eligible families.

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 - N/A

Total Funding Requested:

Rates are determined by New York State Office of Children and Family Services current rates attached.

Oneida County Dept. Funding Recommendation: Account #:A6055.495

Mandated or Non-Mandated: Mandated Service

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

Federal	84 % =	\$ 1,944,646.83
State	12 % =	\$ 277,806.69
County	4 % =	\$ 92,602.23

Cost Per Client Served: Attached Summary lists all thirty two (32) Day Care Centers being approved. The Department paid a total of \$ 2,315,055.75 for all thirty two (32) Day Care Centers in 2011.

Past performance Served:

O.C. Department Staff Comments: The Department is satisfied with the performance of all Day Care Centers and the Department contracts with a number of Centers to ensure the availability of services when needed.

Day Care Centers

Contract Number	NAME	ADDRESS	Licensed to provide service	Locations	Initial Contract	AMOUNT PAID IN 2011
38701	Caboodies Early Childhood Center, LLC	6687 Laura Street Lyon Falls, New York 13368	8 Infants, 10 Toddlers, 36 Preschoolers.	6689 Laura Street, Lyons Falls, New York	2008	-
41801	Cazenovia Children's House, Inc	2757 Route 20 East Cazenovia, New York 13035	10 Infants, 14 Toddlers and 30 Preschoolers and 30 School-Aged	2757 Route 20 East, Cazenovia, New York	2010	-
30801	Celebrations Children's Center of Canastota Inc.	206 Wilson Avenue Canastota, New York 13032	8 Infants, 12 Toddlers, and 18 Preschoolers 100 School Aged Children	206 Wilson Avenue, Canastota, New York 120 Roberts Street, Canastota, New York	2004	7,353.00
41201	Cherango Nursery School, Inc.	59 W. Kendrick Avenue Hamilton, New York 13346	8 Infants, 12 Toddlers, 28 Preschoolers, and 21 School-Aged	59 W. Kendrick Avenue, Hamilton, New York	2009	1,511.00
39801	North Ulica Senior Citizens Recreation Center, Inc.	50 Riverside Drive Ulica, New York 13502	39 Preschooler and 40 School Aged	121 Herkimer Road, Ulica, New York 13502	1998	43,508.90
27401	The Children's Center at Morrisville State College, Inc.	PO Box 901, Bailey Hall Morrisville, New York 13408	84 Children 6 weeks to 12 years	Morrisville State College, Morrisville, New York	2002	8,626.00
29901	Clinton Child Care Center, Inc. a/k/a Clinton Early Learning Center	198 College Hill Road Clinton, New York 13323	40 Children 18 months to 5 years	198 College Hill Road, Clinton, New York	2001	4,405.00
31401	Court Street Children's Center, Inc.	415 Court Street Ulica, New York 13502	5 Toddlers, 31 Preschoolers, and 18 School-Aged 5 Toddlers, 39 Preschoolers, and 27 School-Aged	415 Court Street, Ulica, New York 13502 2831 Genesee Street, Ulica, New York 13501	2004	190,018.49
16001	The Eastern Star Day Care Center Inc.	8280 St. Rt. 69 Oriskany, New York 13424	8 Infants, 10 Toddlers and 30 Preschoolers 8 Infants, 10 Toddlers and 30 Preschoolers	Building I, 8280 St. Rt. 69, Oriskany, New York Building II, 8280 St. Rt. 69, Oriskany, New York	1989	68,411.88
34901	Center for Family Life and Recovery, Inc.	c/o Barbara H. Freeman 253 Silverstone Road Ramsey, New York 13403	30 School Aged Children 30 School Aged Children	State Rt 365, Sirthville, NY 7940 Elm Street, Holland Patent, NY	2007	1,387.00
37101	First Nursery School of Ulica	1605 Genesee Street Ulica, New York 13501	30 Preschoolers	1605 Genesee Street	2007	2,282.00
22801	Kathleen M. Lloyd DBA, Half Pint Academy Child Care Center	7829 State Route 5 Kirkland, New York 13323	30 Preschoolers	7829 State Route 5, Kirkland, New York 13323	1992	4,378.50
41101	Hand in Hand Early Childhood Center, Inc.	5780 Brookside Circle Lowville, New York 13367	16 Infants, 10 Toddlers, 28 Preschoolers, and 20 School Aged	12970 State Route 12, Boonville, New York	2009	48,200.28
41901	Herkimer County Community College a/k/a Herkimer Community College a/k/a HCCC Child Care Center	100 Reservoir Road Herkimer, New York 13550	10 Toddlers and 21 Pawschoolers	100 Reservoir Road, Herkimer, New York	2010	-

Contract Number	NAME	ADDRESS	Licensed to provide service	Locations	Initial Contract	AMOUNT PAID IN 2011
43301	The Jewish Community Federation of the Mohawk Valley, NY, Inc.	2310 Oneida Street Ulica, New York 13501	12 Toddlers and 67 Preschoolers	2310 Oneida Street, Ulica, New York	2010	5,934.05
18001	Junior Junction, Inc.	2215 Genesee Street Ulica, New York 13501	16 Infants, 10 Toddlers, and 35 Preschoolers 16 Infants, 30 Toddlers, 30 Preschoolers, and 15 School Aged	St. Lukes, 1714 Burstone Road, New Hartford, New York St. Elizabeth's 2215 Genesee Street, Ulica, New York	1989	118,896.39
43901	The Gingerbread House Preschool and Child Care Center	2500 Grant Blvd, Syracuse, New York 13208	24 Infants, 48 toddlers and 134 Preschoolers	2500 Grant Blvd, Syracuse, New York	2011	
42801	Griffiss Federal Employee Child Care Group, Inc. a/k/a Little Learners on Campus	808 Cypress Street Rome, New York 13440	21 Preschoolers and 18 School Aged	808 Cypress Street, Rome, New York	2010	8,418.83
29701	Trustees of the Masonic Hall and Asylum Fund a/k/a Masonic Care Community of New York	2150 Bleeker Street Ulica, New York 13501	16 Infants, 20 Toddlers and 30 Preschoolers	2150 Bleeker Street, Ulica, New York 13501	1991	44,569.51
66201	Mohawk Valley Community Action Agency, Inc. a/k/a MVCAA, Inc. Griffiss Child Development Center	9882 River Road Ulica, New York 13502	8 Infants, 10 Toddlers, 83 Preschoolers, and 21 School-Aged	Building 482 Griffiss Child Development	1996	64,632.40
14001	Mohawk Valley Community College a/k/a MVCC - Kiddle Campus Day Care Center	1101 Sherman Drive Ulica, New York 13501	36 Preschoolers	1101 Sherman Drive, Ulica, New York	1990	5,718.88
18905	The Neighborhood Center, Inc.	293 Genesee street Ulica, Ne York 13501	16 Infants, 30 Toddlers, 42 Preschoolers, and 86 School Aged 34 Preschoolers	615 Mary Street, Ulica, New York 616 Mary Street Ulica, New York	1989	588,390.89
15001	Oneida Area Day Care Center, Inc.	447 Sayles Street Oneida, New York 13421	24 Infants, 36 Toddlers, 56 Preschoolers and 13 School Aged	447 Sayles Steel, Oneida, New York	1989	40,902.06
17502	Young men's Christian Association and Woman's Community Center of Rome, New York a/k/a YMCA of the Greater Tri-Valley, Inc.	301 Bloomfield Street Rome, New York 13440	85 School Aged Children 35 School Aged Children 150 School Aged Children 30 School Aged Children 30 School Aged Children 30 School Aged Children 40 School Aged Children 25 School Aged Children 30 School Aged Children 30 School Aged Children 20 School Aged Children 30 School Aged Children 14 School Aged Children 20 School Aged Children 16 School Aged Children 75 School Aged Children 30 School Aged Children 30 School Aged Children	301 W. Bloomfield Street, Rome, New York 758 W. Liberty Street, Rome, New York 620 E. Bloomfield Street, Rome, New York 75 Chenango Avenue, Clinton, New York 2830 Remington Road, Ulica, New York 1001 Rudy Street, Rome, New York 110 W/ Linden street, Rome, New York 8194 Bailey Road, Rome, New York Myers Elementary, 80 Clinton Rd, New Hartford, NY 2801 Sulphur Springs Road, Saugquoit, New York 340 High Road, New Hartford, New York 33 Oxford Road, New Hartford, New York 1 Marauder Blvd, New York Mills, New York 5647 E. Main Street, Verona, New York 217 Kinsey Street, Sherrill, New York 1 Oswego Street, Camden, New York 9374 Main Street, Taberg, New York 2050 state Route 49, Blossvale, New York 8594 State Route 13, Camden, New York	1990	112,402.14

Day Care Centers

Contract Number	NAME	ADDRESS	Licensed to provide service	Locations	Initial Contract	AMOUNT PAID IN 2011
28701	St. Paul's Church a/k/a St. Paul's Church- Nazareth Child Care Center	11 Parkway Drive Whitesboro, New York 13492	57 Preschoolers and 80 School-Aged Children	11 Parkway Drive, Whitesboro, New York	2010	11,423.85
41301	St. Mary's Roman Catholic Church of Clinton	5 Prospect Street Clinton, New York 13323	39 Preschoolers	5 Prospect Street, Clinton, New York	2009	-
63101	Sirin Child Day Care Facility, Inc.	3 Kavod Road New Hartford, New York 13413	24 Infants, 10 Toddlers, and 30 Preschoolers	3 Kavod Road, New Hartford, New York	1995	16,410.00
67101	Thesa Bowman House Inc.	731 Lafayette Street Utica, New York 13502	34 Toddlers, 30 Preschoolers, and 13 School Aged	731 Lafayette Street, Utica, New York	1998	715,198.47
43501	United Methodist Church a/k/a Trinity United Methodist Church a/k/a Treehouse After School Program	8595 Westmoreland Road Whitesboro, New York 13492	75 School Aged	8595 Westmoreland Road, Whitesboro, NY	2010	39,545.13
23102	Upstate Cerebral Palsy, Inc. a/k/a United Cerebral Palsy, Inc. a/k/a United Cerebral Palsy, Inc. - New Discoveries Day Care	1020 Mary Street Utica, New York 13501	16 Infants, 12 Toddlers, 123 Preschoolers, and 10 School Aged 63 Preschoolers 36 Preschoolers 36 Preschoolers 8 Infants, 12 Toddlers, 54 Preschoolers 36 Preschoolers	1601 Arroy Drive, Utica, New York 326 Catherine Street, Utica, New York 75 Chenango Avenue, Clinton, New York 10708 N. Gage Road, Barneveld, New York 130 Brooklyn Road, Rome, New York 3390 Brooks Lane, Chadwicks, New York	1992	186,655.34
43601	Utica Eastside Mission After School Program	932 Rutgers Street Utica, New York 13501	20 School aged	932 Rutgers Street, Utica, New York	2010	-
20601	Westmoreland Elementary After School Program Inc.	Route 233 Westmoreland, New York 13490	30 School Aged	Route 233, Westmoreland, New York 13490	1999	-
Total Paid 2011						2,315,055.75

CONTRACT IDENTIFICATION

AGREEMENT	DISTRICT CODE	DATE MO. YR.	CONTRACT NUMBER	FED. PART.
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DAY CARE SERVICES

Agreement made this 1st day of October 2012, by and between the Oneida County Department of Social Services, located at 800 Park Avenue, Utica, NY hereinafter called the Department and Day Care Center, located at _____ 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
Day Care Center # XXXXX
Day Care Services October 1, 2012 – September 30, 2013

Services as follows:

Objectives

(a) To provide quality day care to children between ___ yrs and ___ 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 week, five full days of at least six hours per day.

(d) A child in care at this Center must be at least ___ YRS and no more than ___ 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 October 1, 2012 and shall terminate on September 30, 2013 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

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 Whereof, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: _____

Authorized Signature: _____

Print Authorized Name: _____

Title: _____

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made on the 1ST day of October 2012, 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 _____, located at _____ 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.

6. The Contractor will establish a system through which recipients may present grievances about the operation of the
Day Care Center #XXXXX
Day Care Services October 1, 2012 – September 30, 2013

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.

11. 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.

12. 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.

13. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general

policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

14. 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.

15. 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."

16. 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.

17. The Contractor agrees to include these requirements in all subcontractors and assignments.

18. 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.

19. The Contractor agrees to retain all books, records and other documents relevant to this agreement for six 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.

20. 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.

21. The Department and the Contractor shall through cooperative efforts develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.

22. 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.

23. 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.

24. The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 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

Day Care Center
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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.

31. 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.

32. 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.

33. 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.

34. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts of omission of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

35. 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 addenda is annexed and have affixed their signatures on the day and year appearing opposite thereto.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: _____

Authorized Signature: _____

Print Authorized Name: _____

Title: _____

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

Day Care Center
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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.

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

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

June 4, 2012

FN 20 12-275



GOVERNMENT OPERATIONS

WAYS & MEANS

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

Dear Mr. Picente,

Recently, the Oneida County Finance Department received a request from Mrs. Betty Selden of Empeyville Rd. in the Town Florence for a parcel of land located on Empeyville Rd. The parcel is identified by tax number 92.000-1-19. This property has been to auction and received no bid.

We recommend full Board consideration of her request for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

Anthony Carvelli
Commissioner of Finance

AC/bad

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

Anthony J. Picente Jr.
County Executive

Date 6/5/12

cc: Gerald Fiorini, Chairman of the Board of Legislators
Gregory Amoroso, County Attorney

To: The Commissioner of Finance

800 Park Ave

Utica, New York 13501

From: Betty Selden

11050 Empeyville Rd

Camden, New York 13316

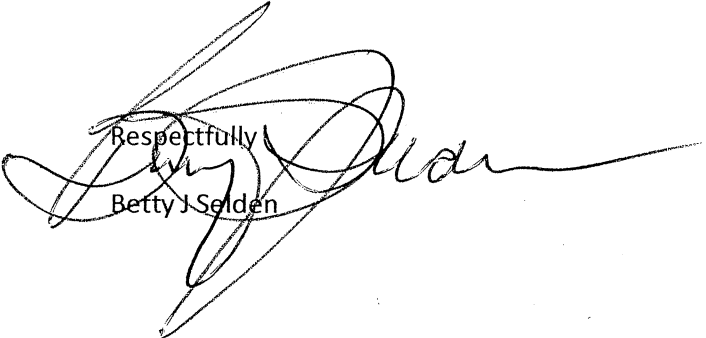
May 15 2012
RECEIVED

MAY 29 2012

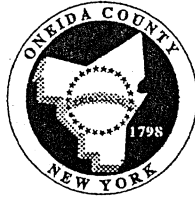
ONEIDA COUNTY
COMMISSIONER OF FINANCE

I am interested in purchasing a property that has been at the land tax auction a number of times for one hundred dollars. The tax map number is 92.000-1-19 Ernenwein Thomas H property.

Respectfully


Betty J Selden

Anthony J. Picente Jr.
County Executive



Anne B. Hartman
Director

ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5905 ♦ Fax: (315) 798-4042 ♦ email: centser@ocgov.net

May 29, 2012

FN 20 12-276

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

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

Anthony J. Picente, Jr.
County Executive

GOVERNMENT OPERATIONS

Date 6/5/12

WAYS & MEANS

Subject: Contract Amendment Recommendation – Northland Communications MPLS

Dear Mr. Picente:

In the August 2010, Oneida County established a Master Contract with Northland Communications to provide Multi-Protocol Label Switching (MPLS) network connections to West Dominick Street and Griffiss Airport in Rome. In September 2011, the Master Contract was modified to upgrade service for additional bandwidth required by users. The contract term was also extended and is now set to expire in September 2014. Oneida County selected an MPLS solution because:

- It is a modern network solution that handles data efficiently
- It offers a guaranteed connection covered by a Service Level Agreement
- Northland monitors the MPLS connection 24x7 from their Network Operations Center (NOC) so that they can immediately and proactively respond should a connection fail
- It's easy to use and simplifies maintenance – non-County Office Building (COB) users log on to the network, work and print as if they were physically located inside the COB; Network Administrators can more easily address network issues and assist users remotely over an MPLS connection

At the time the MPLS Master Contract was put into place in 2010, it was agreed that incremental additions of MPLS sites would be evaluated at the time each new site was identified. I am writing this letter to recommend the addition of MPLS network connections to:

- Child Advocacy Center (CAC), 930 York Street, Utica
- Women's Infants Children (WIC), 617 South Street, Utica

The connection option other than MPLS for remote sites is a Virtual Private Network (VPN). VPN quotes were therefore requested of Time Warner Cable and Cornerstone. Quotes from each provider are included as attachments to this letter. If the County were to select VPN connections for both CAC and WIC with Time Warner Cable, total contract cost for a 3 year contract would be approximately \$13,301. With Cornerstone, total cost for the same period of time would be approximately \$13,228. VPNs offer a "best efforts" service and do not come with any connectivity guarantees or a Service Level Agreement. For your convenience, a cost summary for VPN options is provided in the table below. Please note that one-time costs required for any VPN connection are included in the table so that a total contract cost can be estimated.

Time Warner			
	CAC	WIC	36 Mo. Contract
Monthly Cost	\$122.99	\$122.99	\$8,855.28
VPN Installation - 1 time cost of \$1,500 for each location			\$3,000.00
Adaptive Security Device Installation (estimated based on DPW Garages) - 1 time cost of \$723.10 for each location			\$1,446.20
Total Contract Cost			\$13,301.48
Cornerstone			
	CAC	WIC	36 Mo. Contract
Monthly Cost	\$134.99	\$108.94	\$8,781.48
VPN Installation - 1 time cost of \$1,500 for each location			\$3,000.00
Adaptive Security Device Installation (estimated based on DPW Garages) - 1 time cost of \$723.10 for each location			\$1,446.20
Total Contract Cost			\$13,227.68

Adding CAC and WIC to the Northland MPLS contract will increase the total remaining value by approximately \$14,930. To provide better insight into the remaining value of the entire Northland MPLS contract, the following table is provided for your consideration:

MPLS Contract Summary as of July 2012 - Northland Communications			
<u>MPLS Network Locations - Existing</u>	<u>Monthly Cost</u>	<u>Months left on Master Contract</u>	<u>Contract Value</u>
800 Park Ave 20 MG Fiber and MPLS	\$597.11	26	\$15,524.86
800 Park Ave 10MG Dedicated Internet	\$325.00	26	\$8,450.00
300 W. Dominick MPLS	\$387.11	26	\$10,064.86
301 W. Dominick MPLS	\$387.11	26	\$10,064.86
Griffiss Airport MPLS	\$112.11	26	\$2,914.86
Remaining contract value if no changes are made			\$47,019.44
<u>MPLS Network Locations - Proposed</u>			
CAC - 930 York Street, Utica	\$287.11	26	\$7,464.86
WIC - 617 South Street, Utica	\$287.11	26	\$7,464.86
Additional contract value if both additions are made			\$14,929.72
Remaining contract value as of July 2012 if additions are approved			\$61,949.16

The CAC currently maintains a direct to the internet connection and their users do not have a county email address so their email is not included in the archive. They also have direct web access and no filtering can be put into place until a connection to the County network is established. WIC has a VPN currently in place in Utica but it does not satisfy their needs because the difference in how they work on MPLS in Rome vs VPN in Utica causes a good deal of confusion for WIC employees and a higher than average number of support calls to Central Services. While adding CAC and WIC to the MPLS network will cost approximately \$1,700 more

for a shorter period of time than a Cornerstone VPN connection, I believe that the County is better served by proceeding with the Northland MPLS solution because it offers:

- A guaranteed, monitored connection to the County network with written a Service Level Agreement
- Easier network access making it simpler for employees to save data to network drives for better backups
- Enhanced ability for Central Services to ensure up-to-date Microsoft and Anti-virus patches on PCs
- Improved labor utilization within Central Services as Network Administrators provide more remote assistance and fewer on-site service calls (on-site service calls will still be needed to address desktop support issues)
- Less confusion for users about how to print therefore reducing user frustration
- An opportunity to continue the process of consolidating many smaller contracts into a single Master Contract giving the County better visibility into and control over contract costs

I therefore request your consideration of this amended contract.

Respectfully submitted,



Anne B. Hartman
Director, Central Services

Cc (sent electronically):

- Richard Ferrucci, CAC
- Gayle Jones, Public Health
- Scott McNamara, DA
- Lucille Soldato, DSS
- Carol Watkins, WIC

Attachments:

1. 3 Copies of Northland CAC and WIC Amendment signed by Northland
2. Northland MPLS Service Level Agreement
3. Northland Contract dated August 2010
4. Northland Contract Amendment dated September 2011
5. Time Warner VPN Quotes for CAC and WIC
6. Cornerstone VPN Quotes for CAC and WIC

Oneida Co. Department: Central Services

Competing Proposal - Yes,
3 Quotes

Only Respondent – No

Sole Source RFP - No

Oneida County Board of Legislators

Name of Proposing Organization: Northland Communications

Title of Activity or Service: MPLS for CAC and WIC

Proposed Dates of Operation: July 2012 – September 2014

Client Population/Number to be Served: CAC and WIC employees

Summary Statements:

1. **Narrative Description of Proposed Services:** Network connections to County Network
2. **Program/Service Objectives and Outcomes:** Guaranteed network connections, improved ease of use for employees, improved support by Central Services, better e-mail and internet filtering.
3. **Program Design and Staffing:** n/a

Total Funding Requested: \$61,949.16

Account #: A1610.492

Oneida County Dept. Funding Recommendation: Central Services Computer Software and Licenses account with charge-backs to Health (WIC) and DSS (CAC)

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

Cost Per Client Served: Approximately \$265.00 per year per employee for CAC and WIC additions.

Past Performance Data: The Northland MPLS connection has been in place for approximately 2 years and has not gone down.

O.C. Departmental Staff Comments: Adding CAC and WIC to the MPLS network will make the interface easy for users and simplify maintenance for Central Services.



Northland Communications
Dedicated Internet and MPLS Services
Service Level Agreement (SLA)
03/30/2010

Introduction

Northland's Service Level Agreement (SLA) specifies guaranteed minimum service levels measured as Service Availability, Network Latency, Packet Loss and Jitter. This SLA applies to Internet and MPLS services delivered over T1, Ethernet, fiber optic facilities and wireless only.

I. Service Availability Guarantee

Northland guarantees **100 percent** Service Availability to customers with Dedicated Internet service or MPLS services managed by Northland,

Service Availability is defined as a customer's ability to exchange IP packets with Northland's network through network components provided or owned by Northland. Service availability is continuously monitored by logging any connectivity status changes on the customer's router. If there is no connectivity for **10 consecutive minutes**, the service is considered to be in a "network outage" situation. If the outage is a result of a failure of any component on Northland's network or customer premise equipment supplied and managed by Northland, Northland may issue a credit (see credits below) based on the length of the outage. Service outages caused by planned maintenance, unauthorized modification of installed hardware, excessive bandwidth use caused by the customer, failure of telco circuits, power failures or failure of any customer premises equipment obtained from a source other than Northland are not covered by this Service Availability Guarantee and are not eligible for compensation. Situations where Northland cannot reach the technical contact and/or arrange access to customer premise for repair may also not be eligible for some or all credit. For Northland products that are not supported 24/7, credits may only apply for outages that occur during business hours.

For any outage that occurs during business hours, (Mon-Fri 8am – 6pm), Northland will provide 1 day of credit for each complete hour of the outage. During non business hours (nights, weekends and holidays), Northland will provide 1-day credit for any outage lasting more than 1 hour. A maximum of **15 days** of credit may be provided during any single month. One day's credit is based on 1/30th of the monthly service charge.

II. Network Latency Guarantee

Network Latency refers to the amount of time (Round Trip Time) that it takes for an IP packet to traverse Northland's network backbone. Northland monitors latency at regular intervals and compiles the data into a monthly average. This measurement is guaranteed to meet the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	45ms
NorthAir Wireless	80ms

Network Latency Credit: In the event that guaranteed network latency measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).



III. Packet Loss

"Packet Loss" is a measurement of the percentage of packets that are dropped on the Northland network backbone. Northland monitors packet loss at regular intervals and compiles the data into a monthly average. This measurement is guaranteed to meet the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	.05%
NorthAir Wireless	1%

Packet Loss Credit: In the event that guaranteed packet loss measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).

IV. Jitter

"Jitter" is a measurement of packet delay variation between network nodes on the Northland network backbone. Northland monitors jitter at regular intervals using packet tests and compiles the data into a monthly average. This measurement is guaranteed to meet the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	2ms
NorthAir Wireless	150ms

Jitter Credit: In the event that jitter loss measurement standards are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).



Eligible Service Credits

Credits are based on Internet or MPLS bandwidth charges only and only apply to the specific circuit or affected service. This excludes credit for any other fees that might be charged to the customer. This includes, but is not limited to, set-up fees, local loop fees, muxing charges, and fees for additional services such as additional IP addresses, support charges, and other services.

Service Credit Process:

Filing Period

Claims for service availability must be submitted within 2 weeks of the event. Network Latency, Jitter and Packet Loss claims must be submitted within 30 days after the last day of the month when service levels are not met.

Claim Process

Customer must submit the required information by electronic mail to: sla-claims@northlandcom.com. Northland will acknowledge all claims within two business days and will review all claims within ten business days of receipt. Customer will be informed by electronic mail whether the appropriate service credit claim will be granted or rejected. If rejected, the notification will specify the basis for rejection.

Required Information

The claim must include the following information:

- a. Organization name
- b. Administrative Contact's name and contact information
- c. Date and beginning/end time of outage or failed metric
- d. Brief description of the characteristics of the outage or failed metric.

Credit Process

Approved Service Level Guarantee credits will be applied to the Customer's billing during the billing cycle following the claim approval.

Policy Change

Northland reserves the right to change, amend, or revise this policy at any time.

The Northland Network does not include equipment located at Customer's premises whether or not provided by Northland, telephone circuits or networks between a POP and Customer's location, inactive POPs, or any networks, network equipment, or telephone circuits not owned or controlled by Northland.



1 Dupli Park Dr, 5th Floor, Syracuse, NY 13204
 Phone: [315]671-6200 Fax: [315]671-0080

317 Court St, Utica, NY 13502
 Phone: [315]624-2000 Fax: [315]624-0288

NORTHLAND COMMUNICATIONS SERVICE AGREEMENT FOR ONEIDA COUNTY

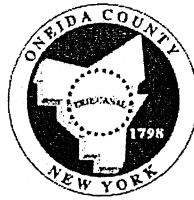
Effective May 29, 2012, Northland Communications and Oneida County will enter into the following agreement for the period of 26 months. Northland Communications will provide the following list of services at the location(s) listed below.

BTN: N/A

VOICE/FACILITY SERVICE				ORDER INFORMATION																																				
<u>Units</u>	<u>Service</u>	<u>Rate</u>	<u>Monthly</u>	<u>Install Charge</u>	<input type="checkbox"/> New Contract																																			
1	20M Fiber Local Loop - 800 Park Ave., Utica, NY	\$ 400.00	\$ 400.00	N/A	The terms for the services contained in this contract are effective at such time services are available for customer use. <input checked="" type="checkbox"/> Existing Contract (Addendum) Northland Communications will amend the existing agreement dated July 9, 2010. All terms and conditions of the original contracted dated July 9, 2010 will apply. Extend existing contract to July 31, 2014. Incorporate: Extend existing contract to: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Schedule A Terms and Conditions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Internet Installation Process																																			
1	3M Local Loop - 300 W Dominick St., Rome, NY	\$ 275.00	\$ 275.00	N/A																																				
1	3M Local Loop - 301 W Dominick St., Rome, NY	\$ 275.00	\$ 275.00	N/A																																				
1	1M Local Loop - 617 South St., Utica NY	\$ 199.00	\$ 199.00	N/A																																				
1	1M Local Loop - 930 York St., Utica NY	\$ 199.00	\$ 199.00	N/A																																				
PRIVATE DATA NETWORK				CANCELLATION OF CIRCUITS																																				
Northland provides tariffed and non-tariffed network facilities. In the event that tariffed facilities are used, the pricing is reflective of tariffed services purchased from another network provider on behalf of Oneida County, plus a monthly access coordination charge for services performed by Northland Communications. In the event of a tariff change by the other network provider, Northland Communications reserves the right to adjust this pricing in accordance with the tariffed rate change.				Any private network circuits with Northland or any other provider, require a minimum 30 day written notification to cancel the circuits to the appropriate provider.																																				
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"><u>Service</u></th> <th style="width: 10%;"><u>Monthly</u></th> <th style="width: 10%;"><u>Install Charge</u></th> <th colspan="2"></th> </tr> </thead> <tbody> <tr> <td>MPLS Data Network (20M Fiber) - 800 Park Ave, Utica, NY</td> <td>\$ 197.11</td> <td>N/A</td> <td colspan="2"></td> </tr> <tr> <td>MPLS Data Network (3M) - 300 W Dominick St., Rome, NY</td> <td>\$ 112.11</td> <td>N/A</td> <td colspan="2"></td> </tr> <tr> <td>MPLS Data Network (3M) - 301 W Dominick St., Rome, NY</td> <td>\$ 112.11</td> <td>N/A</td> <td colspan="2"></td> </tr> <tr> <td>MPLS Data Network (3M) - Bldg 100 Griffiss Airfield, Rome, NY</td> <td>\$ 112.11</td> <td>N/A</td> <td colspan="2"></td> </tr> <tr> <td>MPLS Data Network (1M) - 617 South St., Utica, NY</td> <td>\$ 88.11</td> <td>\$ 300.00</td> <td colspan="2"></td> </tr> <tr> <td>MPLS Data Network (1M) - 930 York St., Utica, NY</td> <td>\$ 88.11</td> <td>\$ 300.00</td> <td colspan="2"></td> </tr> </tbody> </table>				<u>Service</u>	<u>Monthly</u>	<u>Install Charge</u>			MPLS Data Network (20M Fiber) - 800 Park Ave, Utica, NY	\$ 197.11	N/A			MPLS Data Network (3M) - 300 W Dominick St., Rome, NY	\$ 112.11	N/A			MPLS Data Network (3M) - 301 W Dominick St., Rome, NY	\$ 112.11	N/A			MPLS Data Network (3M) - Bldg 100 Griffiss Airfield, Rome, NY	\$ 112.11	N/A			MPLS Data Network (1M) - 617 South St., Utica, NY	\$ 88.11	\$ 300.00			MPLS Data Network (1M) - 930 York St., Utica, NY	\$ 88.11	\$ 300.00			Initials _____ Date _____ ADDITIONAL INFORMATION Pricing is subject to change, without the bundled services of Northland which may include local usage, long distance, dedicated Internet, communications equipment and/or data services. Additional installation charges may apply for inside wiring beyond the Telco demarcation location. Taxes and surcharges are not included in the pricing.	
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INTERNET				VENDOR INFORMATION																																				
Northland Communications will provide dedicated Internet access using IP routing.				All vendor related charges are the responsibility of the customer, if required.																																				
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CO LOCATION				CUSTOMER AGREEMENT																																				
Northland will provide colocation service, whereby Northland will provide rack space, power, cooling and network connectivity (Internet or MPLS) to servers or network devices provided by the customer. Northland is not responsible for maintaining equipment or software provided by the customer. Northland does not provide any insurance on any equipment that a customer colocates in its data centers. Northland is not liable for any loss of equipment or business in any event.				I agree to the terms and conditions of this Service Agreement.																																				
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First Rack Unit Co-Location	\$ -	\$ -																																						
Second Rack Unit Co-Location	\$ -	\$ -																																						
Signature _____ Date _____				Signature _____ Date _____																																				

N/A

Approved as to form
 ONEIDA COUNTY ATTORNEY
 By S. J. Amora



ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5905 ♦ Fax: (315) 798-4042 ♦ Email: helpdesk@ocgov.net

June 11, 2012

FN 20 12 - 277

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

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

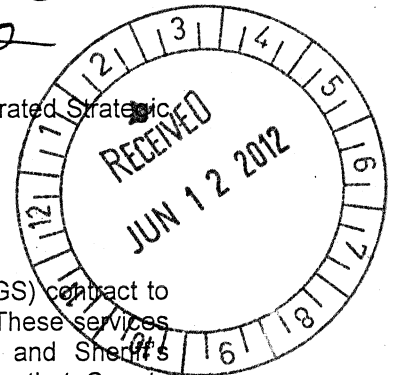
GOVERNMENT OPERATIONS

WAYS & MEANS

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

Date 6/10/12

Subject: IT and Network Engineering Services Contract Recommendation – Integrated Strategic Systems, Inc. (Issys)



Dear Mr. Picente:

Oneida County has utilized a New York State Office of General Services (NYS OGS) contract to obtain IT and Network Engineering Services support for the past several years. These services have been routinely utilized by Central Services and occasionally by E911 and Sheriff's Department to augment County IT staff by providing knowledge and expertise that County employees do not possess. The OGS contract we'd been using to purchase IT services expired at the end of 2011 when OGS decided not to renew it. The decision to let the contract expire was based on an OGS desire to go in a different direction for IT support services and was in no way a reflection on any of the vendors available through the contract.

In keeping with the Oneida County Purchasing Policy approved by the Board of Legislators, a Request for Proposal (RFP) for IT and Network Engineering Services was developed and publicly released. Two companies responded with proposals.

- One proposal was from Express Systems Integration (ESI). ESI is the incumbent contractor that has been providing IT support to Oneida County via the NYS OGS contract for many years.
- The other proposal was submitted by Integrated Strategic Systems, Inc. (Issys). Issys is the contractor who was awarded the contract to set up the Oneida County Central Services IT Helpdesk in 2010.

Proposals from both contractors were responsive to all of the requirements of the RFP and both were evaluated by County employees from Central Services, E911 and Sheriff's Department. Each proposal was scored by the evaluators using criteria listed in the RFP:

CRITERIA	MAXIMUM PERCENT
a. Experience of key personnel	30%
b. Demonstration of understanding	25%
c. Strength of references	25%
d. Cost	<u>20%</u>
TOTAL	100%

Score sheet results from all evaluators were combined into a summary rollup. The summary rollup table that follows reflects average ratings and scores derived from the input of 6 individual reviewers:

Oneida County IT and Network Engineering Services RFP - #2012-90 Proposal Evaluation Score Sheet					
Rating Key - To be followed by evaluators					
Rating	Definition				
20	Proposal is assessed to be EXCELLENT for this criterion				
15	Proposal is assessed to be GOOD for this criterion				
10	Proposal is assessed to be AVERAGE for this criterion				
5	Proposal is assessed to be POOR for this criterion				
Evaluator Name:	Rollup Summary: All evaluators				
		ESI		ISSys	
Criteria	Weight	Rating	Score	Rating	Score
Experience of Key Personnel	30%	17.50	5.25	15.83	4.75
Demonstration of Understanding	25%	13.33	3.33	14.17	3.54
Strength of References	25%	13.33	3.33	15.83	3.96
Cost	20%	11.67	2.33	17.50	3.50
	100%	ESI Weighted Score		ISSys Weighted Score	
			14.25		15.75

As indicated in the rollup summary, the combined weighted score for Issys was 15.75. ESI's score was 1.5 points lower at 14.25.

ESI and Issys each possess the technical experience, skills and ability to deliver the IT and network engineering support required by Oneida County. Factors leading to a recommendation to award the Oneida County IT and Network Engineering Services contract to Issys:

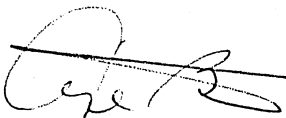
1. **Management Approach:** The Issys management philosophy to draw upon the skills and talents of the entire company to support customers rather than supporting them with only 1 or 2 individuals is appealing. Relying on too few people who are knowledgeable of our IT environment could be an issue for the County if we face a major IT event and no one familiar with our network is available to support us. The Issys approach will help insure that multiple technical resources are familiar with our environment so that they have the flexibility to respond in the case of an IT emergency. Issys further offered to bring in specialized technical experts as needed to assist with special issues.
2. **References:** References for both contractors were sound but those supporting Issys described situations where Issys has corrected problems that are similar to those needing to be corrected at Oneida County. For example, one reference was unhappy with a network contractor that hadn't documented appropriate elements of their network causing confusion and a general lack of control over resources. They felt that their network was "fragile" and couldn't be trusted. This organization changed to Issys and the problems were addressed and resolved. They feel they have a solid network and good documentation improving their control over their environment. Similar issues with technology and documentation exist in Oneida County and we believe Issys will help us rectify them.
3. **Contract Model:** Issys offers a pay as you go contract as opposed to a pay ahead of time contract for services. Under the ESI model, Oneida County would be expected to buy a block of pre-paid hours and ESI would draw down the hours as services were performed. Pre-paid hours would need to be replenished when the block hours had been exhausted. The Issys approach is to gather tasking; provide hours estimates for tasks, to schedule and complete the work and to provide a status report on Mondays for work accomplished the prior week. Invoicing would occur on a monthly basis after the County has accepted work accomplished to be satisfactory. The pay as you go method will enable the County to be sure that we are happy with work performed before we pay for services.

4. Rates: Hourly rates proposed by Issys were substantially lower in each of the service categories called out by the RFP. Issys also offered a very attractive blended rate as an option for the County to consider. The table below provides a comparison of the rates offered by each contractor. Historically, most of the hours used by Oneida County for IT support have been for support in the higher-end categories of IT/Network Engineer and Senior IT/Network Engineer. We fully expect that trend to continue as the County continues to utilize support services only for those tasks County employees aren't skilled enough to perform. If we were to contract with ESI, the majority of our expenditures would be at the \$90 or \$110 per hour levels. If we choose the Issys blended rate of \$78, we will be spending \$12 to \$32 per hour less for the same experience/skill level of support.

Oneida County IT and Network Engineering Services RFP - #2012-90 Proposal Evaluation Score					
		ESI Hourly Rates		ISSys Hourly Rates	
Rates required by RFP	Technician/Cabler	\$65	Technician/Cabler	\$50	
	Desktop/Printer Support	\$75	Desktop/Printer Support	\$58	
	IT/Network Engineer	\$90	IT/Network Engineer	\$73	
	Senior IT/Network Engineer	\$110	Senior IT/Network Engineer	\$88	
Additional Rates Proposed by Vendors	Remote Phone Support	\$65	Business Analyst	\$93	
			Project Manager	\$93	
			<i>Blended Rate for ALL skillsets listed above</i>	<i>\$78</i>	
			Specialized Resources	TBD	

Based on an overall superior proposal and a cost-advantageous blended rate of \$78 per hour, I respectfully request approval of a three year contract with two 1-year options with Issys, Inc. of PO Box 3186, Syracuse, NY 13220. The contract would be for hourly rates for an unspecified level of support so total value of the contract is unknown at this time. However, based on experience with our past IT support, this contract should be expected to be valued at approximately \$60,000 over the course of the contract.

Respectfully submitted,



Anne B. Hartman
Director, Central Services

Cc (electronic version, contract only): Kevin Revere, E911
Chief Jon Owens, Sheriff Department

Attachments:

1. 3 Copies of IT and Network Services Contract Signed by Issys
2. Oneida County IT and Network Engineering Services RFP - #2012-090
3. Issys Proposal
4. ESI Proposal

Oneida Co. Department: Central Services

Competing Proposal – Yes

Only Respondent – No

Sole Source RFP - No

Oneida County Board of Legislators

Name of Proposing Organization:

Central Services Department

Title of Activity or Service:

Oneida County IT and Network Engineering Services.

Proposed Dates of Operation:

From execution for 36 months with two 12-month renewal options.

Client Population/Number to be Served: All users connected to the County Network

Summary Statements:

- 1. Narrative Description of Proposed Services:** IT Support and network engineering.
- 2. Program/Service Objectives and Outcomes:** Secure and stable network connections and access to email, internet and network drives.
- 3. Program Design and Staffing:** Issys will draw upon the skillsets of all company resources to provide effective support.

Total Funding Requested: \$60,000.00 plus Special Projects funded via H433 Capital Account as needed.

Account #: A1610.493 plus H-433

Oneida County Dept. Funding Recommendation: Routine IT maintenance efforts funded by 1610. Special projects are to be funded by H-433 Capital.

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

Cost Per Client Served: Annual cost of \$26.67 per network user for routine maintenance.

Past Performance Data: Issys successfully established a Central Services IT Helpdesk in 2010.

O.C. Departmental Staff Comments: Recommend contract based on best value for Oneida County.

Oneida County

Professional Services Agreement

&

Contract Services Proposal

Integrated Strategic Systems, Inc.

June 2012

**Professional Services Agreement
Contract Services Proposal**

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**Professional Services Agreement
Contract Services Proposal**

PROFESSIONAL SERVICES AGREEMENT

This Agreement made this ___ day of _____, between Integrated Strategic Systems, Incorporated, a New York corporation having its principal place of business at PO Box 3481 Syracuse, NY 13220-3481, ("Issys") and Oneida County (Customer), having its principle place of business at Oneida County Office Building, 800 Park Avenue, Utica, NY 13501.

Whereas, Integrated Strategic Systems agrees to put forth its best efforts to supply Customer with the professional software services ("Services") of its professional staff to perform programming, systems analysis, design, software analysis, project analysis, project management, consulting, and/or facilities management, and;

WHEREAS, Customer agrees to utilize Integrated Strategic Systems professional software services upon terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

Integrated Strategic Systems will perform the Services in accordance with details more specifically outlined within a Contract Services Proposal ("Proposal") annexed hereto as "Appendix A," that describes the work to be done, location, billing rates, expenses, and any other relevant information pertaining to the Services to be provided, which is incorporated herein by reference.

2. Term of Agreement

The term of this agreement is as described in the attached Proposal.

3. Assigned Employees

3.1 Integrated Strategic Systems personnel shall not, for any reason, be considered employees of Customer. All payments for services are to be made directly to Issys who is solely responsible for the payment to their employees and subcontractors.

3.2 Integrated Strategic Systems shall coordinate the assignment of all Integrated Strategic Systems personnel paid for by the Customer with Customer's representative.

Professional Services Agreement Contract Services Proposal

3. Assigned Employees (continued)

3.3 Integrated Strategic Systems employees who have been working for Customer and are now in Customer's sole opinion unsatisfactory for services to be performed hereunder shall be removed by Integrated Strategic Systems as soon as reasonably possible after Customer notifies Integrated Strategic Systems that they are unsatisfactory. Such employees shall be replaced with another employee satisfactory to Customer as soon as possible. Customer will be invoiced at the same rate for this replacement employee unless otherwise mutually agreed upon in writing prior to the work being performed.

4. Facilities

Customer will provide at no cost to Integrated Strategic Systems, safe and adequate working space and facilities necessary to support Integrated Strategic Systems employees assigned under this Agreement.

5. Performance/Limitations of Liability

Integrated Strategic Systems agrees that it shall indemnify and hold harmless Customer from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of Integrated Strategic Systems and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by Integrated Strategic Systems or failure on the part of Integrated Strategic Systems to comply with any of the covenants, terms or conditions of this agreement.

Customer expressly agrees that Integrated Strategic Systems and its employees shall not be liable to Customer for indirect, special, consequential, or exemplary damages (including lost profits or other financial losses to Customer) even if such damages were reasonably foreseeable to Customer. Customer agrees that Integrated Strategic Systems' total liability to Customer shall be limited to available proceeds of insurance coverage. Customer agrees that it will, irrespective of any such claim, loss, damage or expense, continue to pay all Integrated Strategic Systems hourly charges and other sums as may come due to Integrated Strategic Systems during the term of this Agreement.

6. Waiver of Warranty

EXCEPT FOR ANY EXPRESS WARRANTY SET FORTH IN A PROPOSAL Integrated Strategic Systems MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHETHER EXPRESS OR IMPLIED OF ANY TYPE OR DESCRIPTION WITH RESPECT TO ITS SERVICES. Integrated Strategic Systems EXPRESSLY DISCLAIMS, AND CUSTOMER WAIVES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF Integrated Strategic Systems' SERVICES FOR ANY PARTICULAR PURPOSE.

Professional Services Agreement Contract Services Proposal

7. Training

Customer recognizes that there may be a need for training of Integrated Strategic Systems employees for unique procedures in use at Customer's location. When Customer and Integrated Strategic Systems mutually determine and agree that such training is necessary, Customer shall provide such training at no cost to Integrated Strategic Systems.

8. Patents and Inventions

In the event any copyrightable material results from the performance of the Services hereunder, Integrated Strategic Systems agrees that copyrightable material resulting therefrom will be Customer's sole property;

9. Payment

9.1 As full consideration for the performance of the Services called for in any Proposal issued hereunder, Customer shall pay Integrated Strategic Systems on a time and material basis, including expenses for telephone, postage, and reproduction services, the sum of the charges determined by applying the applicable billing rates as shown in the Proposal (Appendix A).

9.2 Customer shall also reimburse Integrated Strategic Systems for the actual travel and subsistence expenses of its personnel engaged in the performance of the Services hereunder in accordance with Customer's current travel policy, or as otherwise agreed to (Please refer to the Proposal in Appendix A).

9.3 The Customer warrants that it is a tax exempt entity and shall provide the appropriate documentation to that effect.

9.4 Customer will pay Integrated Strategic Systems at the rate per working hour, or per day if a daily rate is agreed upon, for each Integrated Strategic Systems employee furnished under this Agreement as more specifically detailed in Appendix A.

9.5 Integrated Strategic Systems will invoice Customer monthly for the Services provided and expenses incurred under this Agreement and Proposal through the date of such invoice. Customer shall pay the invoice upon receipt.

Professional Services Agreement Contract Services Proposal

10. Solicitation of Employment

Neither Integrated Strategic Systems nor Customer shall employ or make an offer of employment to any employee of the other who renders services pursuant to this Agreement during the period beginning on the later of the date of this Agreement and ending six (6) months after its termination of the employee's participation in any engagement.

11. Confidentiality Information

During the confidential relationship established hereby, Customer may communicate to Integrated Strategic Systems certain confidential information to enable Integrated Strategic Systems personnel to render the Services hereunder. Integrated Strategic Systems will (i) treat and obligate its employees to treat as secret and confidential all such information; (ii) not disclose any such information or make available any reports, recommendation and/or work product which Integrated Strategic Systems produces for Customer to any person, firm, or corporation or use it in any manner whatsoever.

12. Insurance

Integrated Strategic Systems agrees that it will, at its own expense, at all times during the term of this agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. Integrated Strategic Systems agrees to have Customer named as additional insured on a primary basis to said policies, and to provide Customer with certificates from said insurance company or companies showing Customer as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to Customer at least fifteen (15) days prior to said termination.

Specific Insurance minimum requirements shall consist of the following:

Commercial General Liability Insurance: \$1,000,000 per incident/\$3,000,000 aggregate.

**Professional Services Agreement
Contract Services Proposal**

13. General Provisions

This Agreement does not constitute Integrated Strategic Systems an Agent, partner, or legal representative of Customer for any purpose whatsoever it being understood between the parties hereto that Integrated Strategic Systems is to act as an independent contractor and is not authorized to make any contract, agreement, warranty or representation on behalf of Customer. Failure of either party to act or exercise its rights under this Agreement upon the breach of any other terms hereof by the other party, shall not be construed as a waiver of such a breach or prevent said party from thereafter enforcing strict compliance with any or all of their terms thereof. This Agreement contains the entire agreement between the parties with the exception only of a Proposal (Appendix A) and/or those addenda signed by both parties, which are an integral part of this Agreement. In the event of any inconsistency between this Agreement or any Proposal or addenda this Agreement shall govern, any representations, promises or conditions not incorporated herein or in the attached addenda shall not be binding upon Customer or Integrated Strategic Systems. The Agreement, as governed by the laws of the State of New York, may not be modified except in writing signed by both parties.

Integrated Strategic Systems, INC

Oneida County

By: 

By: _____

Name: Joseph D. Elacqua

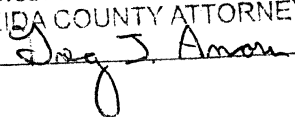
Name: Anthony J. Picente, Jr.

Title: Vice President

Title: County Executive

Date: 6-7-2012

Date: _____

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: 

**Professional Services Agreement
Contract Services Proposal**

Appendix A. CONTRACT SERVICES PROPOSAL

1. Statement of Services – Contract Objectives

1. Provide Information Technology Systems and Network Engineering Consultation.
2. Maintain existing IT Systems and infrastructure.
3. Plan, design, configure, install and implement IT Systems, and network updates.
4. Provide data network cabling services.

2. Contract Employees

Will be assigned when engaged, based on responsibilities required for task completion.

3. Dates of Contract

This contract will commence on July 11, 2012, for services to be provided through July 10, 2015.

4. Rates

Issys will provide the following skill sets with unique individuals at a blended rate of **\$78.00 per hour**:

- A. Technician/Cabler
- B. Desktop/Printer Support
- C. IT/Network Engineer
- D. Senior IT/Network Engineer
- E. Business Analyst
- F. Project Manager

In rare cases, in an effort to meet the customer's requirements, Issys will draw from its vast network to deploy resources from outside its own core workforce. A typical example of such resources would be programmers for a small development project or specialized communications expert for non-standard equipment. Such resources are only utilized and retained with the customer's permission and clear understanding of rate structure. A one-page *work order* which details the responsibilities and rate structure is approved by the customer and appended to this *Proposal* as part of the legal contract.

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

for

MEMORIALIZING PETITION

READ & FILED

F.N. 2012-238

SPONSOR(S): Rose Ann Convertino, Frank Tallarino, Chad Davis, Joe Furgol, Michael Clancy, William Goodman, Daniel Trevisani, James Murphy, Phillip Sacco, Dave Gordon, Frankin Davis, Harmony Speciale, George Joseph, Richard Flisnik, Howard Regner, Edward Welsh

RE: RESOLUTION FULLY SUPPORTING VERNON DOWNS RACINO TO BE CHOSEN AS ONE OF THE SEVEN PRIVATELY OWNED CASINOS THAT WILL BE ALLOWED EXPANSION INTO TABLE GAMING.

WHEREAS, Vernon Downs is one of the most logical due to its central location within New York State, and

WHEREAS, Vernon Downs has already laid down the ground work for a successful venue with a Hotel and newly added and renovated convention facility. The immediate surrounding area also offers even more lodging, and

WHEREAS, Vernon Downs is perfectly placed right off Exit 33 of the New York State Thruway, only minutes from Griffiss International Airport, Union Train Station and the Barge Canal, and

WHEREAS, Allowing Vernon Downs to be one of the locations to expand into table gaming will help keep, and draw additional, growth, development and revenue for New York, and

WHEREAS, Revenue for table gaming will stay in New York State instead of patrons traveling to places such as Atlantic City and Canada, and

WHEREAS, Direct and indirect jobs will be created as well as enhancing tourism for New York.

RESOLVED, Vernon Downs Racino be chosen as one of the seven privately owned casinos to be allowed to expand into table gaming, and

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

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Handwritten signatures of legislators supporting the petition, including names like Edward Welsh, Frank Tallarino, Harmony Speciale, Chad Davis, Joe Furgol, Michael Clancy, William Goodman, Daniel Trevisani, James Murphy, Phillip Sacco, Dave Gordon, Frankin Davis, George Joseph, Richard Flisnik, Howard Regner, and Edward Welsh.

Joe Ann Convestino

Philip M. Sacco

Dan Tramm

RK

Kim Mandryk

Lawrence

Joe Donk

John

Mad

Mimi Martore

Patricia Brennan

Frank R. Paparella

Jim Murphy

Donald Townsend

Norma Leach

Lesley

George Joseph

David Wood

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

DATED: _____

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

for

MEMORIALIZING PETITION **READ & FILED**

F.N. 2012- 279

SPONSOR(S): Harmony Speciale; Edward Welsh, Emil Paparella

RE: SUPPORTING NYS MENTAL HEALTH OPERATIONS BE CONSOLIDATED AT MOHAWK VALLEY PSYCHIATRIC CENTER (MVPC) IN UTICA, NY--NOT AT HUTCHINGS PSYCHIATRIC CENTER (HPC) IN SYRACUSE, NY.

- WHEREAS, Choosing MVPC will save \$19,000,000 needed to upgrade obsolete HPC facilities.
- WHEREAS, The MVPC facilities are modern, up-to-date, codes compliant and need no upgrading.
- WHEREAS, Millions of taxpayer dollars already spent to construct the modern MVPC facilities would be wasted, if MVPC facilities are now abandoned.
- WHEREAS, Qualified buyers want to purchase the HPC property.
- WHEREAS, This will sustain the fragile Utica area economy by avoiding the loss of 139 jobs from staff layoffs and maintaining demand for local goods and services used in MVPC operations.
- RESOLVED, The NYS Mental Health operations is **not** consolidated at Hutchings Psychiatric Center (HPC) in Syracuse, NY.
- RESOLVED, The NYS Mental Health operations be consolidated at Mohawk Valley Psychiatric Center (MVCP) in Utica, NY.
- RESOLVED, That the Clerk of the Board shall transmit copies of this memorializing petition to New York State Assembly Representatives Anthony Brindisi (D-116), Claudia Tenney (R-115), and William Magee (D-111), New York State Senators Joseph Griffo (R-47) and David Valesky (D-49), Governor Andrew Cuomo, New York State Assembly Speaker Sheldon Silver and New York State Majority Leader Dean Skelos, New York State Mental Health Commissioner Michael Hogan.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Harmony Speciale
 Edward Welsh
 D#14
 Emil Paparella
 Joseph Griffo
 David Valesky

(Empty space for signatures of legislators opposing the petition)

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Joe Ann Quvestino
Philip M. Sacco

Paul T...
S/ Brian Mandryk

~~John D. ...~~

3 New Members

Patrick Brennan

Edwin R. ...

Tom D. ...

Paul R. Paparella

Joseph J. ...

W. M. ...

John ...

S/ George ...

S/ David ...

S/ Donald ...

S/ Edward ...

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

DATED: _____



Anthony J. Picente, Jr., County Executive

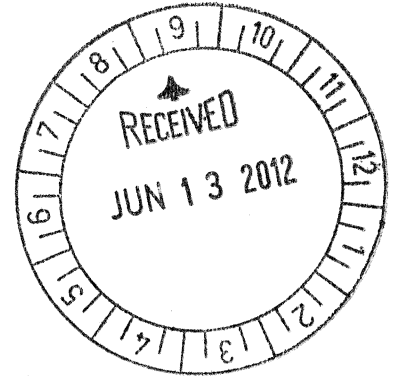
Linda M. Nelson, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

June 12, 2012

12 - 280 02 N
FN 20



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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am enclosing four (4) copies of the 2012 Agreement between the Oneida County Department of Mental Health and US Department of Housing and Urban Development, for your review and signature.

There is no cost of this Agreement. This is a non-revenue grant of an extension to an existing Grant with the intent to combine with another existing Grant at the end of the term. If you have any questions, please contact me at any time.

Respectfully,

Linda M. Nelson

Linda M. Nelson
Commissioner

LMN/mb
Enc.

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

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

Date 6/12/12

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: US Department of Housing and Urban
Development
Buffalo Office
465 Main Street
Buffalo, NY 14203-1780

Title of Proposed Service/Program: HMIS I Project # NY0170B2C181003

Proposed Dates of Operation: May 31, 2012 through August 31, 2012

Client Population/Number to be Served: Oneida County Homeless Population.

Summary Statements:

I. **Narrative Description of Service/Program Performance:**
Under the terms and conditions of this Agreement, the US Department of Housing and Urban
Development will:

(A) Extend the date of the existing grant from May 31, 2012 to August 31, 2012 with no
additional funding to allow for the combining of the HMIS I and HMIS II Grants at
the end of this term.

II. **Service/Program Objectives and Outcomes:** N/A

III. **Service/Program Design and Staffing:** N/A

Total Funding Requested: \$0.00

Oneida County Department Funding Recommendation(s): N/A

Mandated or Non-mandated: Non-Mandated Service

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

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments: N/A



U.S. Department of Housing and Urban Development
Buffalo Office
465 Main Street
Buffalo, New York 14203-1780
(716) 551-5755

JUN 07 2012

Ms. Linda Nelson
Commissioner
Oneida County Department of Mental Health
120 Airline Street, Suite 200
Oriskany, New York 13424

SUBJECT: Extension of Supportive Housing Program (SHP)
Project Number NY0170B2C181003 (HMIS 1)

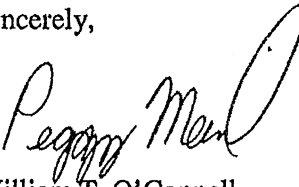
Dear Commissioner Nelson:

This Office has received your request to extend the term of the subject grant agreement. In accordance with 24 CFR 583.405, Program Changes, we have reviewed the documentation submitted and concur that it is appropriate to extend the term of the original agreement to August 31, 2012.

Enclosed please find four copies of the amended grant agreement. Please sign all four copies and return them to this Office as soon as possible. HUD will then sign the agreements and forward a copy of the fully executed agreement to you for your files.

If you have any questions regarding this matter, please contact Jill Casey, Community Planning and Development Representative, on 716-551-5755, extension 5832 or Jill.M.Casey@HUD.gov.

Sincerely,


William T. O'Connell
Director
Community Planning and
Development Division

Enclosures

SUPPORTIVE HOUSING AGREEMENT AMENDMENT

This Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Oneida County Department of Mental Health, (the Recipient).

RECITALS

1. HUD and Recipient, entered into the Supportive Housing Program Agreement dated June 27, 2011, for project number NY0170B2C181003 located in Oneida County, New York (the Grant Agreement).
2. Under the terms of the Grant Agreement, Recipient received a grant from HUD in the amount of \$14,927.00, to be used to carry out the project described in the Grant Agreement. The original term of that Grant Agreement was to end on April 30, 2012.
3. Recipient has requested, in writing, a no cost extension of the project.
4. The need for the project continues.
5. Recipient has the financial resources to carry out its program fully in accordance with all of the provisions of the grant agreement during the extension period.
6. HUD has reviewed the project and the performance of the Recipient and has determined that the project is worthy of continuation.
7. HUD and the Recipient desire to continue the project for an additional four-month term to August 31, 2012.

AGREEMENTS

1. The term of the Grant Agreement is hereby extended for an additional four months.
2. The new end date is August 31, 2012.
3. HUD will recapture any funds remaining at the termination of the grant.
4. All other provisions of the Grant Agreement remain unchanged.
5. The extension will permit a consolidation of grants in the 2012 renewal cycle.

This agreement is hereby executed on behalf of the parties as follows:

THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF
THE UNITED STATES OF AMERICA,
by the Secretary of Housing and Urban Development

BY:

William T. O'Connell
Community Planning and Development Director

(Date)

RECIPIENT:

Oneida County

BY:

(Signature of Authorized Official)

(Title)

(Date)

BY:

Linda M. Nelson

(Signature of Commissioner of Mental Health)

June 12, 2012

(Date)

Approved as to form only
Oneida County Attorney

BY: _____

Date: _____