

ONEIDA COUNTY BOARD OF LEGISLATORS

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

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COMMUNICATIONS WITH DOCUMENTATION

September 12, 2012

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2012-334	Health & Human Services, Ways & Means	
2012-335	Health & Human Services, Ways & Means	
2012-336	Health & Human Services, Ways & Means	
2012-337	Health & Human Services, Ways & Means	
2012-338	Health & Human Services, Ways & Means	
2012-339	Health & Human Services, Ways & Means	
2012-340	Health & Human Services, Ways & Means	
2012-341	Health & Human Services, Ways & Means	
2012-342	Health & Human Services, Ways & Means	
2012-343	Health & Human Services, Ways & Means	
2012-344	Health & Human Services, Ways & Means	
2012-345	Health & Human Services, Ways & Means	
2012-346	Health & Human Services, Ways & Means	
2012-347	Health & Human Services, Ways & Means	
2012-348	Government Operations, Ways & Means	
2012-349	Ways & Means	
2012-350	Ways & Means	
2012-351	Public Safety, Ways & Means	
2012-352	Public Safety, Ways & Means	
2012-353	Public Safety, Ways & Means	
2012-354	Public Safety, Ways & Means	
2012-355	Public Safety, Ways & Means	
2012-356	Economic Development & Tourism, Ways & Means	
2012-357	Public Works, Ways & Means	
2012-358	Public Works, Ways & Means	
2012-359	Public Works, Ways & Means	
2012-360	Public Works, Ways & Means	
2012-361	Economic Development & Tourism, Ways & Means	
2012-362	Ways & Means	

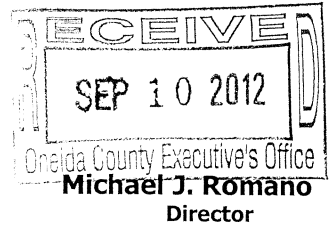
AVAILABLE ON WEBSITE ONLY

www.ocgov.net



Oneida County
Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive



120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

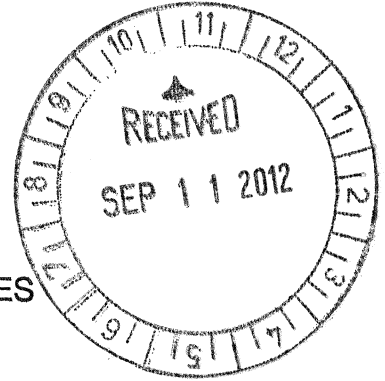
Fax 315-768-3658

E-mail: ofa@ocgov.net

September 5, 2012

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

FN 20 12-334



HEALTH & HUMAN SERVICES

Re: Supplemental Appropriation
Senior Network Health – Meals

WAYS & MEANS

Dear Mr. Picente:

The need for individuals to receive services and Home Delivered Meals through Senior Network Health is greater than originally anticipated, Oneida County Office for the Aging/Continuing Care is projecting to be over-expended by \$97,000 by the end of 2012. This projection will necessitate additional home delivered meals to be purchased from the OFA Senior Nutrition Program by Senior Network Health.

In order to maintain the current level of services and continue providing home delivered meals to participants of the Senior Network Health Program, I respectfully request a supplemental appropriation to be made into the following Nutritional Program expense account:

A6773.495 127 –Private Pay Meals – SNH \$97,000.00

This request for a 2012 Supplemental Appropriation will be fully offset by payment in full from Senior Network Health, providing unanticipated revenue into:

A1975 – Private Meal Revenue – SNH \$97,000.00

I am available should you have any questions regarding this request for a supplemental appropriation.

Sincerely,

Michael J. Romano
Director

MJR/paa

Cc: Tom Keeler, Budget Director
Susie Perritano, OFA Fiscal

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

Anthony J. Picente, Jr.
County Executive
Date 9/10/12



David L. Mathis
 Director, Workforce Development

Anthony J. Picente, Jr.
 Oneida County Executive

August 23, 2012

FN 20 12-335

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

HEALTH & HUMAN SERVICES



Dear County Executive Picente:

WAYS & MEANS

Attached for your approval and signature are three (3) copies of a revenue-generating Lease Agreement between Oneida County Workforce Development and the New York State Office of General Services/New York State Department of Labor.

By means of this Lease Agreement, the NYS Department of Labor will pay Workforce Development \$20,364 annually for space DOL uses at the Rome Working Solutions One-Stop Center, located at 300 West Dominick Street, Rome. As you know, Workforce Development manages the Rome One-Stop Center on behalf of the Local Workforce Investment Area. The Lease Agreement is for a five-year term and is retroactive to May 1, 2010. The Lease Agreement also contains a five-year renewable option.

Please note that my staff has been working on the preparation of this Lease Agreement with the Office of General Services and DOL for nearly two years.

Board of Legislators' approval is required for you to sign the attached Lease Agreement. As this is a revenue-generating Lease, **no Oneida County dollars will be expended.** Once Board approval has been secured and you have affixed your notarized signature, please return all three copies to Anthony Ricci of my office for forwarding to the Office of General Services to complete the signature process.

Thank you for your assistance. I can be reached at x5908, if you have any further questions regarding this matter.

Sincerely,

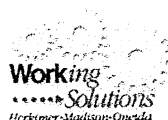
David Mathis

David L. Mathis, Director
 Oneida County Workforce Development

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

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

Date 8/24/12



Oneida Co. Department: Workforce Development

Competing Proposal

Only Respondent

Sole Source RFP

Lease X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County Workforce Development

Title of Activity or Service: *REVENUE Lease Agreement between Workforce Development and New York State Department of Labor*

Proposed Dates of Operation: *May 1, 2010 to April 30, 2015*

Client Population/Number to Be Served: *Client Population includes visitors to the Rome Working Solutions One-Stop Center, 300 West Dominick Street, Rome, NY 13440. Number to be served varies and cannot be accurately determined from year to year. However, during the period 7/1/10 to 6/30/11, a total of 9,239 job seeker visits were recorded.*

Summary Statements

1) Narrative Description of Proposed Services

By means of this Lease Agreement, the NYS Department of Labor will pay Workforce Development \$20,364 annually for space DOL uses at the Rome Working Solutions One-Stop Center, located at 300 West Dominick Street, Rome. As you know, Workforce Development manages the Rome One-Stop Center on behalf of the Local Workforce Investment Area. The Lease Agreement is for a five-year term and is retroactive to May 1, 2010. The Lease Agreement also contains a five-year renewable option.

2) Program/Service Objectives and Outcomes

Oneida County Workforce Development manages the Rome Working Solutions One-Stop Center and is charging NYS DOL rent as one of the "partner agencies" housed in the One-Stop.

3) Program Design and Staffing

NYS DOL will rent 1,697 square feet of space at the Rome One-Stop, at a cost of \$12.00 per square foot. Payments of \$1,697 from NYS DOL to Workforce Development will be made on a monthly basis.

No additional staffing is required as a result of this Lease Agreement.

Total Funding Requested: \$0.00

REVENUE Account # J4824

Oneida County Dept. Funding Recommendation: *Not Applicable*

Proposed Funding Sources (Federal \$/State \$/County \$): *This is a revenue-generating Lease. No Oneida County dollars are required to manage this Lease Agreement.*

Cost per Client Serviced: *N/A*

Past Performance Data: *This is a new Lease Agreement. There is no past performance data.*

O.C. Department Staff Comments *This Lease Agreement will generate \$20,364 in annual income for Oneida County Workforce Development. Approval is strongly recommended.*

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
REAL ESTATE PLANNING
MAYOR ERASTUS CORNING 2ND TOWER - 26TH FLOOR
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NEW YORK 12242

AGREEMENT OF LEASE

TABLE OF CONTENTS

SECTION	PAGE
PARTIES.....	1
1. LETTING / PREMISES / USE.....	1
2. TERM.....	1
3. FIXED RENT.....	2
3A. TENANT OPTION.....	2
3B. ESCALATION/TAXES.....	2
3C. ESCALATION/OPERATING.....	2
3D. TELPHONE USAGE.....	3
4. EXECUTORY PROVISION.....	3
5. POSSESSION.....	3
6. RENEWAL.....	3
7. CANCELLATION.....	3
8. HOLDOVER.....	3
9. ELECTRIC SERVICE.....	3
10. HEATING AND AIR CONDITIONING.....	4
11. BUILDING ACCESS FOR UTILITY SERVICES AND TENANT ACCESS.....	5
12. PARKING.....	6
13. WATER.....	6
14. JANITORIAL SERVICE.....	6
15. PEST CONTROL.....	7
16. REPAIRS.....	8
17. TENANT ISSUES / PROCESS.....	8
18. COMPLIANCE WITH LAWS.....	8
19. LANDLORD'S RIGHT OF ENTRY.....	9
20. TO LET SIGNS.....	9
21. DESTRUCTION OF PREMISES.....	9
22. SET OFF.....	9
23. MITIGATION OF DAMAGES.....	10
24. SUBORDINATION.....	10
25. QUIET ENJOYMENT.....	10
26. NUISANCE CONTROL.....	10
27. CONDITION OF PREMISES.....	11
28. NEW LANDLORD / NON ASSIGNMENT.....	11
29. BROKERAGE FEES / UNLAWFUL INDUCEMENT.....	11
30. LANDLORD'S INTEREST.....	19

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
REAL ESTATE PLANNING
MAYOR ERASTUS CORNING 2ND TOWER - 26TH FLOOR
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NEW YORK 12242

PARTIES

AGREEMENT OF LEASE, made this 15th day of April in the year two thousand eleven by and between

whose address is County of Oneida
800 Park Avenue
Utica, New York 13501

for themselves, their heirs, executors, administrators, trustees, distributees, successors, assigns, and legal representatives, (hereinafter referred to as "Landlord"), and the PEOPLE OF THE STATE OF NEW YORK acting by and through the Commissioner of General Services pursuant to Section 3 of the Public Buildings Law, (hereinafter referred to as the "State" or "Tenant"). The foregoing are hereinafter referred to as the "Parties."

WITNESSETH; the Parties hereto for the considerations set forth herein covenant and agree as follows:

1. LETTING / PREMISES / USE

The Landlord hereby leases and grants exclusive possession to the Tenant and the Tenant hereby hires from the Landlord the following described Premises:

A portion of the first floor consisting of approximately 1,697 square feet of office space in the building known as 300 West Dominick Street (hereinafter the "Building") as shown on the plan annexed hereto as Exhibit "1" in the City of Rome, County of

3. FIXED RENT

The Tenant shall pay the Landlord for the Premises rent at a rate of Twenty Thousand Three Hundred Sixty Four and 00/100 Dollars (\$20,364.00) per annum (hereinafter the "Rent").

Landlord shall provide completed, accurate vouchers for the Rent specified herein to the Occupying Agency in order to receive payment and the name and address that should be used on those vouchers for the Landlord is: County of Oneida, 800 Park Avenue, Utica, New York 13501.

At the commencement of this Lease, vouchers will be provided to the Landlord by the Occupying Agency named in Section 1. Completed vouchers must contain all information and supporting documents required by this Lease, the Occupying Agency, the Tenant and/or the Office of the State Comptroller (hereinafter "OSC").

Payment for vouchers submitted by the Landlord shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner of the New York State Office of General Services, in his/her sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices, including but not limited to, Article 11-A of the New York State Finance Law. The Landlord shall comply with OSC's procedures to authorize electronic payments. Authorization forms are available at the OSC website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us or by telephone at 518-474-4032. Landlord acknowledges that it will not receive any payment allowed for in this Lease or payment on any voucher submitted under this Lease if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by check as set forth above.

3A. TENANT OPTION

The Tenant shall initially have five (5) employees at this location. During the Term of this Lease and any renewal term thereof, Occupying Agency shall have the option to increase or decrease the number at this location by giving Landlord thirty

3D. TELEPHONE USAGE

It is further agreed that the Occupying Agency shall reimburse the Landlord for 45% of telephone, fax and customer internet use. Tenant shall reimburse Landlord for 45% of actual costs incurred for the above on a monthly basis based on detailed paid receipted bills subject to audit by the Occupying Agency.

4. EXECUTORY PROVISION

As required by law, the contract of the State hereunder shall be deemed executory only to the extent of the monies available to the Commissioner of General Services for the leasing of said Premises and no liability shall be incurred by the State beyond the monies available for such purpose; provided that, if the monies available therefore are monies appropriated for and made available to one or more departments, commissions, boards or officers other than the Commissioner of General Services, the contract of the State hereunder shall be deemed executory only to the extent of the monies available to the one or more departments, commissions, boards, or officers to which the Premises shall be allotted by such Commissioner of General Services and no liability in such cases shall be incurred by the State beyond the monies available for such purposes.

5. POSSESSION

INTENTIONALLY DELETED

6. RENEWAL

This Lease may, at the option of the Tenant, be renewed for a term of five (5) year(s) commencing May 1, 2015 and terminating April 30, 2020 at a rate of \$12.00 per rentable square foot and otherwise on the same terms and conditions as are specified herein (except as may be modified hereinafter) by giving to the Landlord written notice of its intention to renew ninety (90) days prior to the end of the Term stated herein.

7. CANCELLATION

The Commissioner of General Services may, at any time after

specifications require use of energy conservation measures, such as: Energy Star rated products, programmable thermostats, motion and lighting sensors, low wattage fluorescent lighting, and high efficiency variable speed motors/controllers. Landlord and Tenant shall also work cooperatively together to improve Building efficiency and operational procedures through use of measures such as angling blinds to limit solar gains.

The Landlord shall furnish, throughout the Term of this Lease or extension thereof, at no additional cost to the Tenant, electric service distribution equipment, lighting fixtures, and electric service of sufficient amount and quality for properly lighting said Premises and for the operation of Tenant's occupancy including, in addition to normal Building requirements, electrical services for computer data or telephone server and distribution rooms, electrical office equipment and appurtenances.

Lighting levels, electrical devices and design of energy consuming equipment shall comply with the most current adopted version of the Energy Conservation Construction Code that is in place at the time the building permit is issued and the Material Specifications for Leased Facilities attached to this Lease. Within the limitations of the Energy Conservation Construction Code the following general levels of illumination, measured in foot candles shall be provided and maintained as follows:

- a. Office Areas - 45, at work surface (generally 30 inches above finished floor)
- b. Corridors - 35,
- c. Lobbies - 40.

The measurement of the actual foot candle levels will be accomplished in accordance with the Illumination Engineers Society standard practices and procedures for measuring light level uniformity. The cost of furnishing and distribution of electric energy, electric equipment, devices, fixtures, electric wiring, and appurtenances is the responsibility of the Landlord. The Landlord, at its sole expense, shall provide and replace all electric lamps in lighting fixtures during the Term of the Lease.

Exit and emergency illumination shall be designed and installed as per the latest adopted code.

ASHRAE 55). The capacity of the system(s) shall be based on weather data and design conditions for one percent frequency of design dry-bulb and mean coincident wet-bulb. The Tenant stipulates that, for the purpose of this Section the maximum number of people in the Demised Premises shall not exceed 85 persons.

- b. The air conditioning or cooling portion of said system shall be capable of maintaining inside conditions of not more than 78 degrees F dry bulb and not greater than 60% relative humidity when the outside ambient temperature is that which is specified for the cooling season in the State Energy Conservation Construction Code for the locale in which the Demised Premises are located. When the air conditioning system is operational, no energy shall be used to maintain a relative humidity in the space below 60% in accordance with the State Energy Conservation Construction Code. Conference and hearing rooms shall be capable of maintaining temperature and ventilation conditions as stated above by means of an independent thermostatic control for each conference, hearing and training room. Use of a dedicated variable air volume box will be acceptable if temperature and ventilation requirements can be maintained at full room occupancy load; otherwise a separate air conditioning system will be required. Outside air, tempered as required, shall be supplied for ventilation as stated in paragraph (a) above for the number of occupants calculated as per the New York State Building Code for each conference, hearing and training room.

- c. The heating portion of the said system shall be capable of maintaining heat when necessary for the proper comfort of the occupants, which shall be not less than 68 degrees F nor more than 75 degrees F, throughout the Demised Premises. Thermostatic controls installed in the Tenant's space should be installed to allow the Tenant to lower the heat or raise the air conditioning beyond the above levels if so desired or if directed to do so by the Commissioner or other appropriate

To the extent necessary for Tenant's access to and use of the Utility Services, Tenant shall have, appurtenant to the Premises, the non-exclusive right to use, in common, all necessary facilities, areas and spaces of the Building used or identified as common areas, including, without limitation, lobbies, corridors, stairways, elevators, loading docks, shafts, pipe chases, vents and ducts located in the Building or the Premises, as the case may be.

Landlord shall, upon Tenant's request, afford utility companies or other third parties access to the Building and Premises for the purpose of locating, installing and maintaining Utility Services, and Landlord shall execute any and all documents, agreements and instruments in order to effectuate the same, all at Landlord's expense. Tenant shall have the right to enter into reasonable agreements with utility companies or other third parties providing utilities or utility-type services creating easements in favor of such companies and/or other third parties as are required in order to service the Premises, and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions, in order to effectuate the same, all at Tenant's cost and expense.

The Landlord shall provide Tenant with adequate sets of keys for Tenant access at will.

12. PARKING

The Landlord shall provide the Occupying Agency with on site paved parking spaces in-common with other tenant parking and will keep such parking spaces free of ice, snow and debris, at no additional charge to the Tenant.

13. WATER

The Landlord shall furnish, at its own expense, hot and cold potable water from the local supply sufficient for drinking, washroom and cleaning purposes in the Demised Premises. Fuel costs for hot water shall be the responsibility of the Tenant.

Industrial/Institutional Cleaning Products and Hand Soap/Cleaner. These specifications, along with other approved specifications, can be found at: <http://www.ogs.state.ny.us/EO/4/ApprovedSpecs.asp>.

In order to comply with these directives, the Landlord and the Occupying Agency have agreed that the Landlord will make careful selection of effective janitorial cleaning products and equipment that reduce or eliminate the health and environmental risks from the use or release of toxic substances and minimize the risks of the discharge of pollutants into the environment.

In addition, EO-4 requires State agencies and authorities, to the maximum extent practicable, to purchase janitorial paper and other paper supplies, including but not limited to bathroom tissue and paper towels, that are processed chlorine-free and composed of 100% post-consumer recycled content. EO-4 also requires State agencies and authorities, to the extent practicable, to implement effective programs to source separate recyclable materials, including paper, metal, glass and plastic, that will maximize materials recovery and reduce waste. The Landlord agrees to assist the Occupying Agency in meeting these requirements by, to the maximum extent practicable, making careful selection of janitorial paper and other paper supplies including but not limited to bathroom tissue and paper towels, in order to use products that are composed of 100% post-consumer recycled content and shall be processed chlorine-free.

Additional information on these requirements and EO-4 are available through the Office of General Services (OGS) upon request.

Landlord acknowledges an understanding of these State policies and pledges to cooperate with the State in their implementation.

Landlord and Occupying Agency shall also comply with local recycling laws enacted under General Municipal Law § 120-aa, requiring that solid waste be separated into recyclable, reusable or other components.

Application of pesticides should be avoided unless subsequent inspection or monitoring indicates the continued presence of pests in a specific area after non-chemical means have been exhausted or have been found to be ineffective. An actual specimen or recent sign of the pest must be confirmed before pesticides are applied. The least toxic pesticide, of the pesticides available to treat a specific problem, shall be selected. All pesticides used must be registered with the EPA and appropriate state and/or local jurisdictions, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations.

Landlord and Tenant shall each designate an on-site liaison to review and coordinate necessary IPM Building activities. Tenant and Occupying Agency shall be given an opportunity to review, and reasonable time to comment on the content of, and coordinate with the schedule of events specified in, the IPM program. This opportunity will be provided through notification from the Landlord prior to the implementation of the IPM plan. Pesticide treatment(s), when necessary, shall be scheduled for late Friday afternoons or evenings unless alternative times for such treatment applications are scheduled by mutual agreement with Tenant IPM liaisons. Tenants shall be notified of the location(s) of planned pesticide and herbicide treatments 24 hours prior to chemical application(s). Landlord shall furnish Tenant IPM liaisons with Material Safety Data Sheets (MSDS) for all pesticides and herbicides in use and pending use prior to any use interior or exterior to the Building.

16. REPAIRS

The Landlord shall take good care of the Building, the Demised Premises, fixtures and appurtenances and Landlord shall make all repairs necessary to put and keep the same in good order and condition at its own cost and expense except repairs required as a result of the negligence of the Tenant or its employees, the cost of which shall be the responsibility of the Tenant.

17. TENANT ISSUES / PROCESS

Landlord and the Tenant shall each designate an on-site representative. All issues, complaints and requests for service(s) shall be in writing, utilizing the "Request for Lease

19. LANDLORD'S RIGHT OF ENTRY

The Tenant shall permit the Landlord, at all usual and proper times, to enter the Premises for the purposes of inspection or sale and to make repairs and improvements to all parts of the Building and to comply with all governmental orders and requirements applicable to the Building. The Landlord, in exercising its rights under this Section, shall not unreasonably interfere with the Tenant's access, use and occupancy of the Premises.

20. TO LET SIGNS

The Tenant shall permit the Landlord, during the three (3) months immediately prior to the expiration of the Term to place the usual notices of availability upon the exterior of the Demised Premises.

21. DESTRUCTION OF PREMISES

If the Building or the Demised Premises are destroyed or so injured by fire or the elements or any cause as to render the Premises untenable or unfit for the Tenant's uses, as the Tenant in its sole discretion may determine, the Tenant may serve notice declaring its intent to vacate the Premises and may thereafter, as soon as practicable subsequent to the provision of notice, quit and surrender the entire Demised Premises, in which event Rent shall abate from the time of destruction and Tenant shall be relieved of further liability under this Lease.

If, however, the Building (in the reasonable judgment of the Landlord) or the Demised Premises (in the reasonable judgment of the Tenant) shall be so injured by any cause aforesaid so as not to be rendered unfit for occupancy, then the Landlord shall repair the same with reasonable promptness, and in that case the Rent shall cease during such repair period, except only that the Tenant shall during such time pay a pro rata portion of such Rent apportioned to that portion of the Demised Premises which are in condition for occupancy or which may be actually occupied during such repair period.

such written notice may, and, at its sole option, either: (i) make such repairs or provide such services, deducting all the costs incurred thereby from the Rent which is or shall be owing Landlord; or (ii) not make such repairs nor provide such services and deduct from said Rent a reasonable amount for the diminution in value of the Premises due to such disrepair or lack of services. The provisions of this Section are in addition to and not in lieu of, any and all rights and remedies available to Tenant at law or in equity.

23. MITIGATION OF DAMAGES

In the event Tenant quits the Demised Premises such that it remains responsible for payment of Rent to the Landlord, the total Rent to be paid the Landlord shall be reduced by that portion of the Rent attributable to charges for utility and other services which Landlord is obligated to provide pursuant to the terms of this Lease, whether or not such charges have been itemized.

Furthermore, in the event Tenant shall so quit the Premises, Landlord shall be obligated to make all reasonable efforts to re-let the Demised Premises in order to cover the cost otherwise accruing to Tenant. The Landlord shall not in any event be required to pay the Tenant any surplus of any sums received by the Landlord on a reletting of said Premises in excess of the Rent reserved in the Lease.

24. SUBORDINATION

This Lease is subject and subordinate to all ground or underlying leases, and to all mortgages which may now or hereafter affect such leases, or the real property of which the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. However, no property owned or removable by the Tenant shall be subject to the lien of paramount mortgages. This provision shall be self-operative, and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall promptly execute a certificate to such effect that Landlord may reasonably request.

odors or other unreasonable impact or infringements upon Tenant's use and enjoyment of the Premises. The Landlord shall, in addition, promptly take such other measures as are reasonable and within its control to enjoin, curtail, eliminate or proscribe any such nuisances resulting from the acts of non-tenants.

27. CONDITION OF PREMISES

The Tenant shall at the end of the Term quit and surrender the Demised Premises in as good order and condition as when received, normal wear and tear and damage by the elements, including fire, excepted.

28. NEW LANDLORD / NON ASSIGNMENT

Subject to the other provisions of this Section, in the event the Demised Premises or the Building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if the Landlord shall sell, convey, transfer or assign this Lease or Rent due under this Lease, or if for any reason there shall be a change in the manner in which Rent reserved hereunder shall be paid to the Landlord, proper written notice of such change shall be given immediately by the Landlord to the Tenant, as provided below in Section 49. No assignment of this Lease shall be made without the prior approval of the Tenant as required by Section 138 of the State Finance Law, provided such approval shall not be unreasonably withheld, conditioned or delayed.

29. BROKERAGE FEES / UNLAWFUL INDUCEMENT

a. The Landlord warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or other compensation.

b. Landlord, for itself, its agents, employees, and as the case may be, its directors, officers, managers, members or partners (limited or general), represents and warrants to the Tenant, after its due inquiry, and for the express purpose of inducing Tenant's reliance upon such representation and warrant that not to be

30. LANDLORD'S INTEREST

The Landlord represents that the Demised Premises are owned by the Landlord in fee simple absolute or leased for a period exceeding the Term herein, including any renewal terms which may be herein provided. Landlord shall provide Tenant with a copy of underlying and ground leases.

31. ALTERATIONS BY TENANT

It is understood and agreed by and between the Parties hereto that during the Lease Term, extension or holdover period the Tenant reserves the right to make minor alterations or installations, including but not limited to carpeting, telephones and related equipment.

32. ALTERATIONS BY LANDLORD

As to any alterations or improvements, other than minor alterations as mentioned above in Section 31, which may subsequently be required by the Occupying Agency, the Landlord shall provide the Tenant with cost estimates based upon Tenant's written requirements and/or drawings (concept drawings) for the work to be performed. The Landlord shall provide the written cost estimates to the Tenant within (15) fifteen days after receipt of the Tenant's concept drawings.

Written cost estimates shall be accompanied by an itemized description of work to include the following: itemized description of work elements; quantities; units; material unit cost; total material unit cost; labor unit cost; total labor unit cost; total material and labor unit cost; summary of total material and labor unit cost; architectural and engineering fees; permit fees, which shall be submitted to Tenant by Landlord using the form attached hereto as "Exhibit "3." Such costs shall be competitive, consistent with costs in an arm's length transaction, and employ labor at rates which do not exceed prevailing wage rates.

33. ASBESTOS / LEAD

Landlord represents and warrants, as an inducement to encourage Tenant's initial and continued occupation of the Demised Premises, and as a material term of this Lease, that the Demised Premises are free from hazard, particularly with reference to United States Department of Labor, Occupational Safety and Health Administration Standards for permissible exposure limits to asbestos.

Landlord further represents that, immediately upon the discovery of any asbestos or asbestos containing materials within or about the Demised Premises, Landlord shall give written notice to the Occupying Agency and to the Tenant of the existence of such materials, and shall, at its sole cost and expense, completely remove said materials in full compliance with federal, state, municipal or local laws, rules, or regulations relating to the removal of asbestos.

Notwithstanding any provision of this Lease or any rider or addendum hereto, Landlord agrees that each and every breach of any warranty or representation contained in this Section, without regard to any measure of the magnitude of the breach, shall constitute a default under this Lease which shall entitle Tenant, in addition to all other rights and remedies of Tenant, to deduct from the Rent or other monetary obligation of Tenant, or to recover by action, all costs, whether direct or indirect, resulting from any cause whatsoever, incurred by Tenant as a result of such breach.

Landlord represents and warrants that the Demised Premises are free of paint or other conditions conducive to lead poisoning. Notwithstanding the foregoing, Landlord further represents that, upon discovery of any condition conducive to lead poisoning, Landlord shall take any and all reasonable steps necessary to abate such condition. Tenant shall have and be entitled to the same rights and remedies with respect to any such conditions as is herein provided with respect to the existence and removal of asbestos.

insurance or self insurance maintained by the Tenant or Occupying Agency and shall provide that written notice be given to the Tenant, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice shall be sent to the Tenant at the following address: Office of General Services, Director, Real Estate Planning, Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower Building, 26th Floor, Albany, New York 12242 with an informational copy to the Tenant Agency at the following address: (insert State Agency name and exact address here).

The Landlord shall be solely responsible for the payment of all deductibles and self insured retentions to which such policies are subject.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. Said policies shall name the PEOPLE OF THE STATE OF NEW YORK as an additional insured (in the case of fire insurance, as its insurable interest may appear).

The Landlord shall cause all insurance to be in full force and effect as of the Commencement Date of this Lease and to remain in full force and effect throughout the Term of this Lease and as otherwise required by this Lease. The Landlord shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Landlord shall supply the Tenant with updated replacement Certificates of Insurance, and amendatory endorsements.

The Landlord, throughout the Term of this Lease, or as otherwise required by this Lease, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of

b. Commercial Property Insurance on the Premises in an amount not less than the Full Insurable Value of the Premises covering at a minimum, the perils insured under the ISO Basic Causes of Loss Form (CP 10 10). Full Insurable Value shall mean actual replacement cost of the real property (exclusive of the cost of non-insurable portions thereof, such as excavation, foundations and footings).

Waiver of Subrogation - Landlord shall cause to be included in each of its policies for the insurance indicated a waiver of the insurer's right of subrogation against the State, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Landlord waives or has waived before the casualty, the right of recovery against Landlord; or (ii) any other form of permission for the release of the State.

36. WORKERS COMPENSATION INSURANCE & DISABILITY BENEFITS COVERAGE

Prior to this Lease becoming effective, Landlord must submit proof that they have the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the Workers' Compensation Board's website,

<http://www.wcb.state.ny.us/content/main/Employers/ProveItToMoveIt5-2010.pdf>. The Landlord shall notify the Office of General Services, Real Estate Planning, Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower Building, 26th Floor, Albany, New York 12242 with an informational copy to the Tenant Agency at the following address: (insert State Agency name and exact address here), at least thirty (30) days prior to material change or cancellation of such coverage.

37. AUTOMATIC EXTERNAL DEFIBRILLATORS

Landlord covenants and agrees to cooperate with Tenant; at Tenant's expense with regard to the installation of AEDs.

eggshell finish (Benjamin Moore or equal), not to exceed 150 grams/liter VOC (volatile organic compound), in colors to be selected by the Tenant. Wood surfaces shall be cleaned and refinished with clear water based Urethane (Benjamin Moore or equal), not to exceed 150 grams/liter VOC. Also any vinyl-covered walls, or walls ordinarily cared for by washing, shall be washed to present a clean, finished appearance. Heavily used areas such as hallways, waiting rooms, common areas and facilities used by visitors shall be likewise redecorated at two and one-half (2½) year intervals. All work under this Section shall be done outside of normal office hours, if so requested by the Occupying Agency.

40. GENERAL PROVISION AS TO REMEDIES

- a. Landlord and Tenant may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds, the exercise of another.
- b. A single or partial exercise of a right or remedy by Landlord or Tenant shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time.
- c. No delay or omission in exercising a right or remedy by Landlord or Tenant shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event of default.
- d. No waiver of an event of default by Landlord or Tenant shall extend to or affect any other event of default or impair any right or remedy with respect to an event of default.
- e. No action (including the payment or acceptance of Rent or additional rent) or inaction shall constitute a waiver of an event of default.
- f. No waiver of any event of default shall be effective,

42. LANDLORD'S CONSENT

Whenever the Landlord's consent is required under any provisions of this Lease such consent shall not be unreasonably withheld or delayed.

43. MARGINAL NOTES

The sectional headings as to contents of particular sections herein are inserted only for convenience, and are not to be construed as a part of this Lease or as limitation of the scope of the particular section to which they refer.

44. BINDING EFFECT

This Lease shall be binding upon the Parties and their respective successors and assigns. The submission of any unexecuted copy of this Lease shall not constitute an offer to be legally bound by the provisions of the document submitted. No Party shall be bound by this Lease until (i) it is executed by all necessary Parties; (ii) it has been approved as to form by the Attorney General; (iii) it has been approved by the State Comptroller; and (iv) it has actually been delivered by the Tenant to the Landlord. This Lease has been executed in counterparts, and each counterpart constitutes an original document.

45. INTERPRETATION

- a. A provision of this Lease which requires a Party to perform an act shall, if required, be construed so as to require the Party to cause the act to be performed. A provision of this Lease which prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.
- b. Each Party shall be deemed to be required to perform each of its obligations under this Lease at its own expense, except to the extent, if any, that this Lease specifies otherwise.

46. REMOVAL OF PERSONAL PROPERTY

Any and all articles of personal property including, without limitation, business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, owned or installed by the Tenant are and shall remain the property of the Tenant and may be removed by it at any time during the Lease Term, extension or holdover period, but Tenant shall not be required to remove them at the end of the Lease Term, extension or holdover period unless it so elects, providing that if such fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting, and water coolers are removed, the cost of repairing any damage to the Building arising from such removal shall be paid by Tenant.

47. NO DEVIATIONS

The Commissioner of the New York State Office of General Services or her designees are the only individuals on behalf of Tenant authorized to allow any deviations from the provisions of this Lease, including substitutions for, or additions to, items of construction or alterations, or to commit the State in any way, and the State agency in occupancy of the Demised Premises is not designated for this purpose.

48. MERGER

No representations or promises have been made in respect to the Demised Premises other than those contained herein or as may be contained in any rider, schedule, appendix or exhibit attached to, and made a part of, this Lease. This Lease may not be changed or canceled orally.

49. NOTICE

Any notice by the Tenant to the Landlord shall be deemed to be duly given if mailed by certified mail, addressed to the Landlord at the address given above, and any notice by the Landlord to the Tenant shall be deemed to be duly given if mailed by certified mail addressed to the Office of General Services, Director, Real Estate Planning, Governor Nelson A. Rockefeller

By signing this agreement, the Landlord certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 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 Landlord shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts 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.C. Any person who fails to file the required certification shall be subject to a civil penalty.

citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;

2. Title VII of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

It is further agreed that the Landlord assures that it will comply with 29 Code of Federal Regulations Part 37 and all other regulations implementing the laws listed above. The Landlord understands that the United States has the right to seek judicial enforcement of this assurance.

e. Prevailing Wage

In relation to all work performed by laborers, workmen, or mechanics involving alteration, renovation, reconstruction, repair, rehabilitation, construction, or demolition performed on behalf of a public agency (entity) under this Lease, or in relation to all building service work as defined in Article 9 of the New York State Labor Law, performed on behalf of a public agency (entity) under this Lease, the Landlord shall abide by the provisions of Articles 8 and/or 9 of the New York State Labor Law. The Landlord agrees that the wages to be paid to any building service employee (including, but not limited to watchmen, guards,

combinations of fringe benefits or equivalent or differential payments in cash under the rules and regulations established by the Commissioner of the New York State Department of Labor. The Landlord shall comply with all reporting, filing, retention and other requirements set forth in Articles 8 and/or 9 of the New York State Labor Law.

51. NON-PUBLIC PERSONAL INFORMATION SECURITY BREACH

Landlord 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). Landlord shall be liable for the costs associated with such breach if caused by Landlord's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Landlord's agents, officers, employees or sublandlords.

52. APPENDICES, EXHIBITS, SCHEDULES AND FORMS

The following appendix, exhibits and schedules are being attached and made part of this Lease:

- Appendix "A" Standard Sections for NYS Leases
- Exhibit "1" Leased area plan (Section 1 and Work Letter)
- Exhibit "2" Request for Lease Compliance Service(s) (Section 17)
- Exhibit "3" Itemized Estimate Form (Section 32)
- Exhibit "4" OGS Material Specifications for Leased Facilities, (referred to in Work Letter)
- Exhibit "5" DOL Material Specifications for Leased Facilities (FOR Department of Leases ONLY)
- Exhibit "6" Executive Order 4
- Schedule "A" Janitorial Service Specification (Section 14)
- Form 1 Landlord Disclosure Sheet

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed in duplicate originals the day and year first written above.

Landlord certifies that all information provided to the State of New York with respect to Landlord Disclosure Sheet and State Finance Law §139-k is complete, true and accurate. The State reserves the right to terminate this contract in the event it is found that the certification filed by the Landlord in accordance with New York State Finance Law § 139-j or 139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Landlord in accordance with the written notification terms of the contract.

County of Oneida

Corporate Seal

By

Name:
Title:

APPROVED AS TO FORM

THE PEOPLE OF THE STATE OF NEW YORK

Eric T. Schneiderman
Attorney General

Commissioner of General Services

By

Assistant Attorney General

By

RoAnn M. Destito

STATE OF NEW YORK }
 : SS.:
COUNTY OF }

On the day of , in the year 20__ 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, State of New York
Qualified in County of:
My Commission Expires

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

TABLE OF CONTENTS

	Page
1. Executory Clause	2
2. Non-Assignment Clause	2
3. Comptroller's Approval	2
4. Workers' Compensation Benefits	2
5. Non-Discrimination Requirements	2
6. Wage and Hours Provisions	2
7. Non-Collusive Bidding Certification	2
8. International Boycott Prohibition	3
9. Set-Off Rights	3
10. Records	3
11. Identifying Information and Privacy Notification	3
12. Equal Employment Opportunities For Minorities and Women	3
13. Conflicting Terms	4
14. Governing Law	4
15. Late Payment	4
16. No Arbitration	4
17. Service of Process	4
18. Prohibition on Purchase of Tropical Hardwoods	4

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

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

(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, upgrades, 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

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

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 Dev.
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.

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

OGS Material Specifications for Leased Facilities (MSLF)

February 16, 2011

The specifications set forth herein are minimum quality specifications for materials utilized in any work performed on behalf of the State of New York and pursuant to this agreement.

Landlord covenants to utilize new materials as specified herein and agrees that no material of a lesser quality shall be used or consumed in the performance of work contemplated herein unless Landlord shall have previously requested and received written approval for each specific proposed substitution.

All materials to be installed in accordance with manufacturer's specifications. Material installations shall comply with all applicable codes, rules and regulations, and the American's with Disabilities Act Accessibility Guidelines (ADAAG).

Except where specifically provided otherwise, whenever any product is specified by brand name, i.e., manufacturer's or supplier's name or trade name, catalog or model number or name, the intent is not to limit competition but to establish a standard of quality. The words "or equal" shall be deemed inserted in each instance.

In the event Landlord purposes to substitute material having characteristics or specifications differing from those set forth herein, such proposal shall, under cover of OGS lease and/or project number, be submitted to:

NYS Office of General Services
Real Estate Planning
C N A P E S D

OGS MATERIALS SPECIFICATIONS
FOR LEASED FACILITIES – CONDENSED

TABLE OF CONTENTS

DIVISION 5 - METALS

SECTION

055520 Shade and Blind Pockets
055800 Perimeter Heating/Cooling Enclosures

DIVISION 6 - WOOD AND PLASTICS

SECTION

062000 Carpentry
064000 Architectural Woodwork

DIVISION 7 - THERMAL & MOISTURE PROTECTION

SECTION

072100 Sound Deadening Materials

DIVISION 8 - OPENINGS

SECTION

081102 Steel Doors and Frames
081116 Aluminum Entrance Doors and Frames
081400 Wood Doors
084236 Glass Doors and Partitions
087100 Finish Hardware

DIVISION 9 - FINISHES

SECTION

092116 Gypsum Board System
093013 Tile
095300 Acoustic Panel Ceilings

DIVISION 11 - EQUIPMENT

SECTION

113100 Appliances, Portable Heating/Cooling Appliances
115213 Projection Screens

DIVISION 12 - FURNISHINGS

SECTION

122000 Window Treatment

DIVISION 13 - METAL REFURBISHMENT

SECTION

131000 Refurbishment

DIVISION 22 - PLUMBING

SECTION

221120 Mixing Valves
224200 Plumbing Fixtures
224716 Domestic Water Coolers (Barrier Free)

DIVISION 23 - MECHANICAL

SECTION

230510 Heating, Ventilation, and Air Conditioning
233417 Ceiling Exhaust Fans

DIVISION 5 - METALS

NOTE: All manufacturers listed are suggested or approved equal.

SECTION 055520 - SHADE/BLIND POCKETS

A. QUALITY ASSURANCE

1. Verify dimensions by field measurement before fabrication. Design units to provide for adjustment and fitting of components during field installation.
2. See Section 122000 for window blinds and shades.

End of Section

SECTION 055800 - PERIMETER HEATING/COOLING ENCLOSURES

A. PERFORMANCE REQUIREMENTS (MINIMUM)

1. Fabricate units to support a min. loading of 200 lbs. per sq. ft. or 150 lbs. per lin. ft (whichever is greater) without permanent deflection. Provide stiffeners or laminated backing as required for strength and rigidity. Include brackets, plates and straps in the assemblies for support and anchorage to other work.
2. See Section 131000 Refurbishment for repair of existing enclosures.

End of Section

DIVISION 6 - WOOD AND PLASTICS

SECTION 062000 - CARPENTRY

A. ENVIRONMENTAL CRITERIA

1. *All composite wood, engineered wood, or agrifiber products (e.g. plywood, particleboard, medium density fiberboard) shall contain no added urea-formaldehyde resins. Acceptable resins and binders include, but are not limited to, phenol formaldehyde and methyl diisocyanate (MDI). Submit certificate substantiating meeting criteria.*
2. *Field applied adhesives or sealants used for work in this Section shall meet the requirements "Volatile Organic Compound (VOC) Limits for Adhesives, Sealants and Architectural Coatings," where applicable.*
3. *Optional Upgrade to materials: Upgrade to be indicated in Request for Proposal, Room Data Sheets, or Lease Work Letter.*
 - (a) *Wood materials shall be "FSC Certified" products (except recycled or salvaged wood) which have been harvested in accordance with the "FSC Principles and Criteria" for well managed forests developed by the Forest Stewardship Council (FSC).*
 - (b) *Engineered wood (except FSC Certified or salvaged wood) shall contain a minimum of 25% (combined) post-industrial/post-consumer recycled content (the percentage of recycled content is based on the weight of the component materials).*

B. WOOD MATERIAL

1. For miscellaneous wood blocking, grounds, furring as required, use Utility Grade Coastal Douglas Fir or Southern Pine, free from knots, shakes, rot or other defects, straight, square edges and straight grain, air seasoned with maximum moisture content of nineteen (19) percent. Wood shall be S4S. S-

SECTION 064000 - ARCHITECTURAL WOODWORK

A. ENVIRONMENTAL CRITERIA

1. All composite wood, engineered wood, or agrifiber products (e.g. plywood, particleboard, medium density fiberboard) shall contain no added urea-formaldehyde resins. Acceptable resins and binders include, but are not limited to, phenol formaldehyde and methyl diisocyanate (MDI). Submit certificate substantiating meeting criteria.
2. Field applied adhesives or sealants used for work in this Section shall meet the requirements "Volatile Organic Compound (VOC) Limits for Adhesives, Sealants and Architectural Coatings," where applicable.
3. Optional Upgrade to materials: Landlord is encouraged to upgrade. Specific upgrades may be indicated in Request for Proposal, Room Data Sheets, or Lease Work Letter.
 - (a) Wood materials shall be "FSC Certified" products (except recycled or salvaged wood) which have been harvested in accordance with the "FSC Principles and Criteria" for well managed forests developed by the Forest Stewardship Council (FSC).
 - (b) Engineered wood (except FSC Certified or salvaged wood) shall contain a minimum of 25% (combined) post-industrial/post-consumer recycled content (the percentage of recycled content is based on the weight of the component materials).

B. MATERIALS GENERAL REQUIREMENTS

1. Softwood lumber shall conform to the requirements of the latest edition of American Lumber Standards Simplified Practice Recommendation R-16. Grades shall conform to the grading rules of the Association having jurisdiction, and shall bear the official grade and trademark of the Inspection Bureau of the Association and a mark of mill identification.
2. Framing and Rough Lumber: No. 1 KD grade Southern Pine or Dense Construction grade Douglas Fir, having extreme fiber in bending stress of at least 1700 psi, surfaced four sides (S4S). Provide fire retardant treatment in accordance with Code.
3. Lumber: AWI Section 100 with the following requirements:
 - (a) Hardwood for Transparent Finish: Premium Grade.
 - (b) Hardwood for Opaque Finish: Any hardwood which, when finished, will not show any grain, imperfection or other surface defects when used with the opaque finish specified.
4. Plywood: AWI Section 200; Veneer core, particle or plywood core. Core shall contain no added urea formaldehyde.
5. Veneers
 - (a) Face Veneers for Transparent Finish: AWI Section 500.

C. PLASTIC LAMINATE

1. Face Sheets: NEMA Publication LD3, Grade GP50, Type I, 0.05" thick.
2. Backing Sheets: Non-decorative, high-pressure plastic laminate, NEMA LD3, Grade BK20, 0.02" thick.

D. CABINETS AND COUNTERS WITH PLASTIC LAMINATE FINISH

1. Fabricate all cabinetry and millwork to the "Premium Grade", standards of the AWI, Section 400.
2. Plastic Laminate
 - (a) Plastic Laminate for Horizontal Surfaces: 0.050" thick, general purpose type (high pressure).

DIVISION 8 - OPENINGS

SECTION 081102 - STEEL DOORS AND FRAMES

A. ENVIRONMENTAL CRITERIA

1. *Every effort shall be made to maximize post industrial/post consumer waste but steel members shall contain a minimum of 50% (combined) post industrial/post consumer recycled content (the percentage of recycled content is based on the weight of the component materials). Certification of recycled content shall be in accordance with the Submittal Requirements herein.*

B. SUGGESTED MANUFACTURERS

1. Provide products manufactured by Steelcraft (L20 Series Doors), Curries, Ceco Door Products, or approved equal meeting these specifications.

C. FRAMES

1. Frames for exterior openings shall be made of commercial grade cold-rolled steel conforming to ASTM A1008/A, Type B not less than 14 ga., and shall have a hot dipped galvanized coating conforming to ASTM A924 and A653 with G-60 coating. The zinc-alloy coating shall be a dull matte surface treated for paint adhesion.
2. Frames for interior openings shall be either commercial grade cold-rolled steel conforming to ASTM A1008/A, Type B or commercial grade hot-rolled steel conforming to ASTM A1011/A, Commercial Steel, Type B. Metal thickness shall be not less than sixteen (16) gauge for frames in openings 4'-0" or less in width; not less than fourteen (14) gauge for frames in openings over 4'-0" in width.
3. Design
 - (a) All frames shall be welded units with integral trim, of the sizes and shapes shown on approved shop drawings. Unless otherwise noted, knocked-down frames will not be accepted.
 - 1). Where knock-down frames are scheduled (at drywall), corners shall be mitered and reinforced with a wedge lock corner clip to provide a firm interlock of jambs to head.
 - (b) Welded frames shall have corners mitered, reinforced and continuously welded full depth and width of frame; conforming to NAAMM Standard HMMA-820.
 - (c) Hardware Reinforcements
 - 1). Frames shall be mortised, reinforced, drilled and tapped at the factory for fully-templated mortised hardware only, in accordance with approved hardware schedule and templates provided by the hardware supplier. Where surface-mounted hardware is to be applied, frames shall have reinforcing plates.
 - 2). Minimum thickness of hardware reinforcing plates shall be as follows:
 - a) Hinge and pivot reinforcements - seven (7) gauge, 1-1/4" x 10" minimum size.
 - b) Strike reinforcements - twelve (12) gauge
 - c) Flush bolt reinforcements - twelve (12) gauge
 - d) Closer reinforcements - twelve (12) gauge
 - e) Reinforcements for surface mounted hardware - twelve (12) gauge.
 - (d) Frames to be coordinated with requirements for security system, as required for each project.
 - (e). Frames in existing base building construction that are slated for reuse and require a fire rating shall bear a label from a testing and inspection agency acceptable to authorities having local jurisdiction stating the fire-protection rating required by the local code. If such label no longer exists, the landlord shall have unlabeled doors recertified by a testing and inspection agency acceptable to the authorities having local jurisdiction.

B. FABRICATION

1. Door frame(s) and frames combining transoms, sidelights and panel framing of formed or extruded aluminum not less than 0.125" thick.
2. Glazed doors with fabricated stiles and rails of extruded aluminum tubular shapes, minimum wall thickness, not less than 3" wide. Attach extrusions together by means of concealed mechanical fasteners and concealed welding.
3. Overlapping astragal with compression type weather stripping. Astragal should be mounted so proper door is active.
4. *Architectural Powder Coat and Finish: Kynar Interpon D 2000 powder coat finish complying with AMMA 605.2-92 (no VOC's).*

C. SUGGESTED MANUFACTURERS

1. United States Metals & Manufacturing Corp. D41 Intermediate Style with #7235 astragal and coordinator.
2. Kawneer 350 Medium Style with Panic Guard astragal bar.
3. Or approved equal.

End of Section

SECTION 081400 - WOOD DOORS

A. ENVIRONMENTAL CRITERIA

1. *All composite wood, engineered wood, or agrifiber products (e.g. plywood, particleboard, medium density fiberboard) shall contain no added urea-formaldehyde resins. Acceptable resins and binders include, but are not limited to, phenol formaldehyde and methyl diisocyanate (MDI). Submit certificate substantiating meeting criteria.*
2. *Field applied adhesives or sealants used for work in this Section shall meet the requirements "Volatile Organic Compound (VOC) Limits for Adhesives, Sealants and Architectural Coatings," where applicable.*
3. *Optional Upgrade to materials: Upgrade to be indicated in Request for Proposal, Room Data Sheets, or Lease Work Letter.*
 - (a) *Wood materials shall be "FSC Certified" products (except recycled or salvaged wood) which have been harvested in accordance with the "FSC Principles and Criteria" for well managed forests developed by the Forest Stewardship Council (FSC).*

B. SUGGESTED MATERIALS

1. Non-rated Solid Core Doors for Transparent Finish: Comply with the following requirements:
 - (a) Faces: Select center book match White Birch Finish to be selected.
 - (b) Plain sliced, straight grain bookmatched.
 - (c) Rotary cut select White Birch
 - (d) Edges: Shall match face veneer.
 - (e) AWI Grade: Premium, Double A Grade Face
 - (f) *Construction: Composite wood containing no added Urea formaldehyde "Medite II" or equal.*
 - (g) *Use adhesives that meet the VOC limits of South Coast Air Quality Management District Rule 1168, and all sealants used as filter must meet or exceed Bay Area Air Quality Management District Regulation #8. Rule #51.*

- (a) Provide surface mounted astragal at all double doors. Coordinate type for required rated doors/frames and closers. Provide door coordinator(s) as required.
- 7. Doors to be coordinated with requirements for security system, as required by each project.

C. SUGGESTED MANUFACTURERS

- 1. Marshfield Door Systems
- 2. Eggers Industries, Architectural Door Division
- 3. Mohawk Flush Wood Doors, Inc. - Wood Stave Core Door or 45/60/90 Minute Fire Door
- 4. Or approved equal.

End of Section

SECTION 084236 - GLASS DOORS AND PARTITIONS

A. QUALITY ASSURANCE

- 1. Provide systems, including anchorage, capable of withstanding required loads without structural failure, deflection exceeding specified limit, support components transferring stresses to glazing, and glazing-to-glazing or glazing-to-support contact as determined by structural analysis.
- 2. Clear Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated surfaces), Type I (transparent), Class 1 (clear) requirements. Provide products of thickness indicated that have been tested for surface and edge compression according to ASTM C 1048 and for impact strength according to CPSC 16 CFR, Part 1201 for Category II materials. Provide distraction markings.

B. SUGGESTED MANUFACTURERS

- 1. CRL Laurence
- 2. Blumcraft
- 3. Or approved equal

End of Section

SECTION 087100 - FINISH HARDWARE

A. QUALITY ASSURANCE

- 1. Hardware shall be suitable and adapted for its required use and shall fit its designated location. Should any hardware as shown, specified or required fail to meet the intended requirements or require modification to suit or fit the designated location, determine the correction or modification necessary and notify the Architect in ample time to avoid delay in the manufacture and delivery of hardware.
- 2. For fire rated openings provide hardware complying with NFPA Standard No. 80 requirements of authorities having jurisdiction.
- 3. Barrier Free Requirements: Maximum pressure applied to the latch area to open exterior doors shall not exceed fifteen (15) pounds. Interior doors which have a self-closing feature shall require pressure not to exceed five (5) pounds.

B. FINISHES

- 1. Hardware finishes shall meet in all respects the requirements of the U.S. Bureau of Standards for the following:
 - (a) US 28 Satin anodized aluminum
 - (b) US 32D Satin stainless steel
 - (c) NOTE: A single finish should be selected and used uniformly throughout the facility. All manufacturers listed are suggested or approved equal.

- 1.) Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
2. Aluminum vestibule doors: Same as entrance doors
3. Public Toilet Doors
 - (a) Hinges:
 - 1.) Quantity: 1 1/2" pair
 - 2.) Manufacturer: Commercial Grade, heavy duty use as per manufacturers specifications.
 - (b) Door Closers:
 - 1.) Quantity
 a) Manufacturer : Commercial grade, heavy-duty use as per manufacturer specifications.
 b) Power Assisted Door operators shall be installed on all toilet room doors (see section 08700 Section E)
 - (c) Push Plate:
 - 1). Size: 14" x 18"
 - 2). Gauge: 16
 - 3). Material: Stainless Steel
 - (d) Door Pull:
 - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
 - (e) Kick Plate:
 - 1). Size: 8" x 2" x less than door width
 - 2). Material: Stainless Steel
 - (f) Knob Bumper:
 - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
 - (g) Lockset:
 - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
4. Staff Toilet Doors
 - (a) Hinges:
 - 1). Quantity: 1 1/2 pair
 - 2). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
 - (b) Door Closer:
 - 1). Manufacturer and Series: Commercial grade, heavy-duty use as per manufacturer specifications.
 - 2). Power Assisted Door operators shall be installed on all toilet room doors
 - (c) Knob Bumper:
 - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
 - (d) Push-Button Lock:
 - 1). Manufacturer: Simplex Security Systems, Inc., commercial grade, heavy-duty use as per manufacturer specifications.
 - 2). NOTE: Specify manufacturer of removable core cylinder
5. Stair Doors
 - (a) Hinges:

1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

(e) Knob Bumper:

1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

7. Private Office Doors

(a) Hinges:

1). Quantity: 1 1/2 pair

2). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

(b) Lockset:

1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

(c) Knob Bumpers

1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

(d) Coat Hooks

1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

8. Closet Doors

(a) Hinges:

1). Quantity 1 1/2 pair

2). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

(b) Lockset:

1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

(c) Knob Bumper

1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

9. Door hardware functions shall be passage sets, classroom, privacy or storage functions as required or otherwise specified on design drawings. All door hardware shall be commercial grade and meet ADA requirements.

E. POWER ASSIST OPERATORS

1. Quality Assurance

(a) Fire-rated and emergency exit openings: Provide door operators that comply with NFPA for requirements for doors as emergency exits, and that do not interfere with fire ratings.

(b) BHMA Standard: Provide power door operators that comply with applicable requirement of ANSI A156.10 (BHMA 1601, Power Operated Pedestrian Door Standard.

(c) UL Standard: Provide power door operators that comply with UL 325.

2. General Door Operator Requirements:

(a) Capacity: provide operators of the size recommended by the manufacturer for the door size, weight and movement, for condition of exposure; and for long-term, maintenance-free operation under normal traffic load for the type of occupancy indicated.

(b) Exposed housing for operators: Minimum 0.0598-inch (16 gauge) thick formed sheet steel cover with provisions for maintenance access. Provide with fasteners concealed with door is in closed position. Provide with manufacturer's standard finish.

recycled content shall be in accordance with the requirements found in the Request for Proposal, Room Data Sheets, or Lease Work Letter.

B. MATERIALS

1. Studs, tracks and furring: ASTM C-645, 25 gauge galvanized steel, minimum 3 5/8" wide, at 16 " on center high recycled content.
2. *Gypsum wallboard shall contain "synthetic" gypsum produced with a minimum of 75% post-industrial recycled content.*
3. Fire resistant gypsum board: ASTM C-36 5/8" thick, Type X, UL listed and bearing listing marking, long edges tapered.
4. Moisture resistant gypsum board: ASTM C-630, 5/8" thick, long edges tapered.
5. Moisture and fire resistant gypsum board, ASTM C-630, 5/8" thick, Type X, UL listed and bearing listing mark, long edges tapered.
6. Metals and trim accessories: Galvanized steel in accordance with gypsum board manufacturer's recommendation. Alternate: Paper face beads and trim.
7. Joint tapes: ASTM C-475, gypsum board manufacturers.
8. *Joint compound: ASTM C-475, Joint Compound: Factory premixed vinyl base product, free of antifreeze vinyl adhesives, preservatives, biocides and other slow releasing compounds.*
9. Sound Batts: Unfaced fiberglass insulation "Sound Attenuation Batts" by Owens Corning or approved equal.
10. Acoustical Sealant: USG "Acoustical Sealant" or "Tremco Acoustical Caulking" of Tremco Mfg. Co., or approved equal.
Gypsum Manufacturers:
(a) United States Gypsum
(b) National Gypsum
(c) Or approved equal.

End of Section

SECTION 093013 - TILE

A. GENERAL

1. Installation shall comply with ANSI 108.1 - 108.10 as applicable for type and method of tile installation.
2. Wall tile shall be from floor to ceiling.
3. Ceramic base tile shall be coved.
4. *Adhesive to have a VOC limit of 130 grams/liter or latest requirement of South Coast Rule #1168 by South Coast Air Quality Management District.*
5. Tile and Base Manufacturer: Both tile and base must be supplied by the same manufacturer.
6. Install with 1/2" cement board or waterproof gypsum board at shower areas.
7. Install all ceramic tile in accordance with the recommendations contained in Handbook for Ceramic Tile Installation of the Tile Council of America, Inc. latest edition.

B. PORCELAIN TILE

1. Tile should carry a Porcelain Enamel Institute (PEI) rating for abrasion of Class 4+ - Heavy to Extra Heavy Traffic.
2. Tile shall be impervious having an absorption rate between 0.0 - 0.5%.
3. Tile should have a through body color.
4. Matt or non-skid finish for floor application.

- 3). NRC .90
- 4). Minimum AC 170
- 5). Minimum CAC 35
- 6). Light reflectance: .75% (LR-1) or more.
- (b) Standard finish: Manufacturer's standard factory applied white paint finish with mold and mildew inhibitor
- (c) *37%-75% post recycled content*
- (d) Suggested Manufacturers:
 - 1). USG
 - 2). Armstrong
 - 3). Or approved equal.
3. Ceiling tile for computer/server rooms.
 - (a). USG Clean Room Clima Plus or equal
4. Acoustic Ceiling Tile for Special Use Areas:
 - (a) Landlord's architect to provide separate submittal for approval by OGS prior to use.

End of Section

SECTION 096500 - RESILIENT WALL BASE

A. GENERAL

1. Installation shall be in accordance with manufacturer's specifications.
2. Materials shall comply with ASTM E 648 and ASTM E 662.
3. *Adhesives to have a VOC limit of 150 grams/liter or latest requirement of South Coast Rule #1168 by South Coast Air Quality Management District.*
4. *Leveling Compound: Low VOC, latex type as recommended by manufacturer of tiles.*
5. *Use of base with recycled content.*

B. MATERIALS

1. Cove Base Materials:
 - (a). Size: 4" high
 - (b.) Thickness: 1/8"
 - (c). Length: Nominal 4 foot
 - (d): Exterior Corners: Jobsite formed
 - (e.) Interior Corners: Jobsite formed
2. Base Manufacturers:
 - (a) Armstrong
 - (b) Roppe
 - (c) Or approved equal

End of Section

SECTION 096519 - RESILIENT TILE FLOORING

A. GENERAL

1. Installation shall be in accordance with manufacturer's specifications.
2. Materials shall comply with ASTM E 648 and ASTM E 662.

(c) Carpet tile must comply with the Carpet and Rug Institute's Indoor Air Quality Program (ASTM-D-5116)

5. *Utilize adhesives, which are CRI Indoor Air Quality Green Label Certified.*
6. Flammability Certification:

(a) Radiant Panel Flooring Flammability Test: NFPA 253. Class I, Minimum 0.45 watts per sq centimeter.

(b) Methenamine Tablet Test: DOC-FF-1-70 and ASTM D 2859. Meet the "Standards for the Surface Flammability of Carpets".

(c) Smoke Density Test: NFPA 258 and ASTM E 662. Specific optical density (DM) of 450 or less (flaming).

7. Dimensional Stability: Aachen Method DIN 54318, 0.2 percent or less.

8. Obtain each type of carpet tile from one source and by a single manufacturer.
9. Warranty including the following:

(a) Abrasive wear warranty of 10% wear maximum over a 10-year minimum period from date of installation.

(b) Lifetime warranty coverage for tuft bind, static, delamination and edge ravel.

(c) Backing shall be warranted against cupping, doming, delamination and squareness for a minimum period of 10 years from date of installation.

B. PRODUCTS/SIZE SELECTION

1) Subject to compliance with requirements, provide products of the following:

2) Carpet tile including products from the following manufacturers:

(a) Bigelow Carpet, Kennesaw, GA 30144, (800) 554-6637, www.bigelowcommercial.com

(b) Lees Carpets, Kennesaw, GA 30144, (800) 523-5647, www.leescarpets.com

(c) Mannington Commercial Carpet, Calhoun, GA 30703, (800) 241-2262 www.mannington.com

(d) Milliken Carpet, LaGrange, GA 30240 (800) 528-8453, www.milliken地毯.com

(e) Shaw Carpet, Calhoun, GA 30701 (877) 502-7429, www.shawcontractgroup.com

(f) Or approved equal

3) All carpet tile shall meet the following standards:

(a) Carpet Tile: 24" x 24" carpet module.

(b) Face Weight: 20 oz.

(c) Gauge: 1/8

(d) Colorfastness to Light: AATCC 16, Option E. Minimum rating of 4 on grey scale after 80 hours exposure.

(e) Colorfastness to Crocking: AATCC 165. Minimum rating of 4 wet and dry.

(f) Appearance Retention Rating: ASTM D 5252. CRI TM-101 "Severe" rating.

(g) Stain Resistance: AATCC 175. Rating of 8 or better.

(h) Static Resistance: AATCC 134. 3.5 kv or less, at 70 degrees F and 20 percent RH.

(i) Tuft Bind: ASTM D 1335. Average pounds of force not less than 12 pounds.

(j) Maximum Pile Height (inches): .156.

(k) Minimum Pile Thickness (inches): .130.

(l) Minimum Stitches per Inch: 8.3.

(m) Fiber Type: 100 percent Type 6.6 Nylon.

(n) Dye Method: Yam Dyed, Injection Dyed, or Solution Dyed.

(o) Minimum density: 5000

(p) Minimum pattern repeat size subject to approval by owner (overprinting not acceptable). Type A Tile Carpeting: Tufted, Textured Loop Pile (Random Pattern).

2. Install pattern parallel to walls and borders.
3. Cut and fit tile carpeting neatly around projections through floor and to walls and other vertical surfaces.
4. Bind or seal cut edges as recommended by the tile carpeting manufacturer.
5. Stagger joints of tile carpeting so tile carpeting grid is offset from access flooring panel grid.
6. Install edge strips where tile carpeting terminates at other floor coverings or finishes. Use one full length piece where possible. Where splicing cannot be avoided, butt ends tight and flush.
7. Upon completion of the tile carpeting installation, immediately remove spots and smears of excessive adhesive from tile carpeting with cleaning solvent. Remove loose pieces of face yard with sharp scissors.
8. Place usable remnants of tile carpeting in an area designated by the Director's Representative.
9. Remove waste materials and tools.
10. Upon completion, thoroughly vacuum clean carpeted areas.
11. After each area of tile carpeting has been installed, protect from soiling and damage.

End of Section

SECTION 096816 - SHEET CARPETING

A. GENERAL

1. References:
 - (a) AATCC - The American Association of Textile Chemists and Colorists, Research Triangle Park, NC 27709, www.aatcc.org.
2. CRI - Carpet and Rug Institute, Dalton, GA 30722-2048, www.carpet-rug.com
3. Flammability Certification:
 - (a) Radiant Panel Flooring Flammability Test: NFPA 253. Class I, Minimum 0.45 watts per sq centimeter.
 - (b) Methenamine Tablet Test: DOC-FF-1-70 and ASTM D 2859. Meet the "Standards for the Surface Flammability of Carpets".
 - (c) Smoke Density Test: NFPA 258 and ASTM E 662. Specific optical density (DM) of 450 or less (flaming).
4. Colorfastness to Light: AATCC 16, Option E. Minimum rating of 4 on grey scale after 80 hours exposure.
5. Colorfastness to Crocking: AATCC 165. Minimum rating of 4 wet and dry.
6. Appearance Retention Rating: ASTM D 5252. CRJ TM-101 "Severe" rating.
7. Stain Resistance: AATCC 175. Rating of 8 or better.
8. Static Resistance: AATCC 134. 3.5 kv or less, at 70 degrees F and 20 percent RH.
9. Tuft Bind: ASTM D 1335. Average pounds of force not less than 12 pounds.
10. Installer Qualifications: The persons installing the sheet carpeting and their Supervisor shall be experienced in carpeting installation, including the requirements of the sheet carpeting manufacturer,
11. Manufacturer's Warranty: Minimum 15 year wear warranty.
12. **Optional: LEED Submittals:**
 - (a) *Indoor Environmental Quality: Indicate compliance with testing and product requirements of the Carpet and Rug Institute's "Green Label Plus" program. Adhesive: Include printed statement of VOC content and chemical components.*
 - (b) *Recycled Content: Indicate recycled content; include minimum percentage of pre-*

3. Carpet Cushion: Sheet carpeting manufacturer's recommended cushion material for substrates and specified sheet carpeting types.
4. Resilient Edge Strips: Not less than one inch wide, tapered bullnose edge, thickness and color as selected.
5. Metal Edge Strips: Extruded aluminum, mill finish; butt type for concealed anchorage; countersunk stainless steel fasteners, with anchors suitable for substrate surface.
6. Trowelable Leveling and Patching Compounds: Latex-modified Portland cement based or blended hydraulic-cement-based formulation provided or approved by sheet carpeting manufacturer for application on substrate surface and grade level.
7. Adhesives: Sheet carpeting manufacturer's recommended water resistant materials formulated for application on substrate surface and grade level.
8. *Low VOC Flooring Adhesive and Joint Materials: Flooring manufacturer's recommended water resistant materials formulated for low VOC (VOC Limit 50g/L less water) and for application on substrate and grade level.*
9. Seam Sealer: Sheet carpeting manufacturer's recommended type
10. Cleaning Solvents: Low toxicity, and a flash point in excess of 100 degrees F.
11. Wood Floor Primer: Sheet carpeting manufacturer's recommended type.
12. Liquid Floor Stripper: Sheet carpeting manufacturer's recommended type.

C. EXECUTION

1. Examine surfaces scheduled to receive sheet carpeting for defects that will adversely affect the proper installation. Do not proceed until unsatisfactory conditions are corrected.
2. Install sheet carpeting in accordance with approved seam diagram. Match sheet carpeting pattern at seams.
3. Seaming: Treat edges cut for seaming with seam sealer. Apply the sealer along the edge of the sheet carpeting at the point where the face yarn goes into the back. Immediately remove excess sealer from face of pile with cleaning solvent recommended by seam sealer manufacturer.
4. Cut and fit sheet carpeting neatly around projections through floor and to walls and other vertical surfaces.
5. Direct Glue-Down Method: Apply adhesive in accordance with manufacturer's instructions. Broom or roll sheet carpeting to remove air bubbles and insure bond.
6. Stairs and Steps: Secure sheet carpeting by anchorage methods recommended by sheet carpeting manufacturer.
7. Install edge strips where sheet carpeting terminates at other floor coverings or finishes. Use one full length piece where possible. Where splicing cannot be avoided, butt ends tight and flush.
8. Upon completion of the sheet carpeting installation, immediately remove spots and smears of excessive adhesive from sheet carpeting with cleaning solvent. Remove loose pieces of face yard with sharp scissors.
9. Remove all waste materials and tools.
10. Upon completion, thoroughly vacuum clean carpeted areas.
11. After each area of sheet carpeting has been installed, protect from soiling and damage.

End of Section

SECTION 096913 - ACCESS FLOOR SYSTEM

A. QUALITY ASSURANCE

1. Installer Qualifications: Firm approved by access flooring manufacturer and that has experience with...

4. Floor Panels

- (a) Manufacturer's standard 24" x 24" nominal size, interchangeable, welded steel construction floor panels easily placed and removed by a portable lifting device.
- (b) Chemically clean bottom surfaces and edges of floor panels. Prime and paint with manufacturer's conductive paint. Do not paint top surface of panels.
- (c) Floor Covering: Finish top of each floor panel with one (1) piece of high pressure laminated plastic, 1/8" nominal thickness, of type specifically designed and manufactured for use on computer room floors. Edge each panel on four (4) sides with manufacturer's standard shape, extruded, conductive, vinyl plastic edge trim.
- (d) Carpet Covering: Provide plain panel factory finished steel ready to accept carpet tiles.

5. Grid System

- (a) Manufacturer's standard steel stringers, interlocking with pedestal heads to form a grid pattern for supporting each edge of each floor panel, and with a pedestal under each corner of each floor panel.
 - 1). Rigid grid with stringers securely locked or bolted to pedestal heads.
 - 2). Rigid conductive vinyl pads for bearing surfaces of stringers.
- (b) Finish of Steel: Galvanized or manufacturer's standard primer and paint.

6. Accessories

- (a) Cutouts: Fabricate floor panels with cutouts for cables and grilles at locations shown. Trim cutouts with plastic edging and provide foam rubber pad for sealing and protection of cables. Provide additional support if required to satisfy performance requirements.
- (b) Grilles and Dampers: Manufacturer's standard load-bearing vent grilles and dampers in floor panels at locations shown. Isolate grilles and dampers from metal-to-metal contact. Reinforce floor panel units if required to satisfy performance requirements. Units shall not project more than 0.125 inch above floor finish.
- (c) Perforated Floor Panels: Computer room floor strength perforated floor panels, with dampers, at locations as required by design. Must be interchangeable with solid panels.
- (d) Plenum Dividers: Minimum 0.064 inch thick aluminum or 16 gauge galvanized steel sheet.
- (e) Sealing Mastic: Mastic recommended by flooring manufacturer.
- (f) Vertical Closures (Fascia): Minimum 0.080 inch thick aluminum side closure plates.
- (g) Ramps: Units of the same basic performance and construction requirements as the flooring system. Cover ramps with floor covering to match access floor. Provide non-slip pads on top surface of ramp covering. Cut panels will not be accepted unless warranted by manufacturer to have equivalent performance as required by specifications for full panels.
- (h) Steps: Fabricated of same basic materials as floor panels, with Non-slip aluminum nosing on steps, unless otherwise shown.
- (i) Railings: Manufacturer's standard satin-finished aluminum post and rail type handrails, with end caps, wall and floor flanges, plates and anchorages.
- (j) Panel Lifting Device: Provide a minimum of two double, suction type, panel-lifting device for hard surfaced panel installation.

7. Attic Stock

Attic stock for individual rooms/floors of buildings shall be provided for the following items:

- (a) Grid system components of each style used.
- (b) Standard panels for each flooring finish
- (c) Cut panels for each finish, including grommets if required

The quantity of attic stock for individual rooms or building with one or more floors of raised

4. Material width: 54"
5. Fabric Backing: Drill or Polyester Osnaburg
6. Performance and Physical Properties:
 - (a) Tensile breaking strength (minimum): 50 lbs. X 50 lbs.
 - (b) Tear Strength (minimum): 25 x 25 scale reading
 - (c) Abrasion Resistance: 300 double rubs
 - (d) Meets ASTM D 1308 with no appreciable effect of staining
 - (e) Meets ASTM D 1308b with no fading due to strong cleaning solution
 - (f) Meets ASTM D 751-79 with adhesion of coating to fabric being a minimum of six lbs. per two inch width
7. Pattern and color: To be selected by Tenant.
8. Adhesive, primer/sealer: type recommended by wall covering manufacturer. All materials must be mildew-resistant and non-staining to the wall covering.
9. Corner Guards are to be installed 48" above the base on all exterior corners and columns (See Section 102613).
10. Manufacturers:
 - (a) Koroseal Wall covering (B.F. Goodrich)
 - (b) Genon
 - (c) J.M. Lynn
 - (d) Wolf Gordon Inc.
 - (e) Or approved equal.

End of Section

SECTION 099101 - PAINTING AND FINISHING

A. GENERAL APPLICATION

1. Paint all existing presently painted surfaces, two (2) coats.
2. Paint all new wallboard, three (3) coats, one (1) prime and two (2) finish).
3. Paint all ferrous metals, two (2) coats, (one (1) prime and one (1) finish).
4. *Wooden top caps, one (1) coat stain, two (2) coats water emulsion or water based urethane.*
5. Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
6. *All paint to be Low or No VOC. Maximum VOC limit for Interior Coatings: Nonflat 150; Flat 50; or latest Green Seal standard for paints.*
7. All painting and application shall be as per manufacturer's instructions.

NOTE: No painting required for manufacturer's pre-finished paint surfaces or newly hung ceilings.

B. SUGGESTED MANUFACTURERS FOR DESIGNATED SURFACES

1. Gypsum Drywall (Ceilings): Lusterless (flat) emulsion finish, two coats over primer.
 - a. *Primer: Pristine Eco Spec. Latex Primer by Benjamin Moore or equal*
 - b. *1st and 2nd Finish Coat: Pristine Eco Spec. Latex Flat #219 by Benjamin Moore or equal.*
2. Gypsum Drywall (Walls Tenant Area): Eggshell finish; two coats over primer.
 - a. *Primer: Pristine Eco Spec. Latex Primer #231 by Benjamin Moore or equal.*
 - b. *1st and 2nd Finish Coat: Pristine Eco Spec Latex Eggshell #223 by Benjamin Moore or equal.*
3. Gypsum Drywall - polomox and aqua fleck.
 - a. *Primer: One coat Benjamin Moore Interior Latex Primer/Sealer #231 or equal.*
 - b. *1st and 2nd Finish Coat: Eco Spec Semi-gloss #774 by Benjamin Moore or equal.*

- (b) Hinges: Gravity hinge type, self-closing, concealed within door, fully adjustable, to bring door to rest in thirty (30) degree open position. Hinge brackets solid forged brass or stainless steel, with solid stainless steel pin and pintels.
- (c) Latch: Solid forged brass with solid stainless steel slide.
- (d) Strike and Keeper: One piece, solid forged brass or sixteen (16) gauge stainless steel, with rubber bumper mechanically applied and theft proof.
- (e) Bumper Coat Hook: Solid forged brass, with ferrule held rubber bumper on back of each toilet compartment door.
- (f) Stirrup Brackets: Fourteen (14) gauge stainless steel or forged brass.
- (g) Hardware Finishes (select one):
 - 1). On Forged Brass: Heavy chromium plating over nickel over copper. Satin Finish (US26D).
 - 2). On Stainless Steel: No. 4, Satin Finish.
- 4. Fasteners: Provide exposed fasteners of stainless steel or chromium plated brass, same finish as adjoining metal, theft proof. Provide concealed fasteners of non-corrosive metal.
- 5. Furnish galvanized steel anchorage devices, complete with threaded rods, lock washers, and leveling adjustment nuts at pilasters, to permit structural connection at floor. Furnish shoe at each pilaster to conceal anchorage.

B. FABRICATION

- 1. Minimum Acceptable Metal Gauges
 - (a) Face Sheets for Panels and Screens: Twenty (20) gauge steel sheet.
 - (b) Face Sheets for Doors: Twenty two (22) gauge steel sheet.
 - (c) Face Sheets for Pilasters: Sixteen (16) gauge steel sheet for baked enamel finish, unless otherwise indicated.
 - 1). For pilasters less than four (4) inches wide - fourteen (14) gauge.
 - (d) Edge Moldings: Eighteen (18) gauge galvanized, bonderized steel.
 - (e) Concealed Reinforcement: Fourteen (14) gauge galvanized steel for tapping and twelve (12) gauge galvanized steel for anchoring devices.

C. STEEL FRAMING FOR SUPPORT OF CEILING HUNG TOILET

- 1. Light steel framing (ASTM A36) and hanger for support of ceiling hung toilet compartments shall consist of adequately sized steel channels extending between walls directly over pilasters and be supported by 1/2" dia. galvanized steel rods. Rods shall be securely attached to structural slab above and securely attached to steel channels. Locate rods above every other pilaster. Install light steel framing and hangers prior to installation of suspended ceiling.

D. SUGGESTED MANUFACTURERS

- 1. Ceiling Hung Toilet compartments:
 - (a) "Flushung" of Flush Metal Partition Corp.
 - (b) "Century" of the Sanymetal Products Co.
 - (c) "Forum CH-700" of the Metpar Co.
 - (d) Or approved equal.

End of Section

SECTION 102213 - WIRE MESH PARTITIONS

A. MATERIALS

SECTION 102226 - FOLDING PARTITIONS

A. QUALITY ASSURANCE

1. Folding partitions, accessories, and trim shall be the product of a single manufacturer.
2. Sound Transmission Classification: Comply with ASTM E 90.
3. Fire Hazard Classification: Vinyl-faced fabrics as tested and classified by UL in accordance with ASTM E 84 and equal to or less than the following:
 - (a) Flame Spread: 25
 - (b) Fuel Contributed: 15
 - (c) Smoke Developed: 25

B. ACCORDION FOLDING PARTITION

1. Construction: Collapsible steel frame, 24 gauge steel panels and acoustical membrane.
2. Panel Assembly: Each panel attaches to frame with steel leaf fasteners.
3. Panel Surface Finish: Vinyl, manufacturer standard.

C. FOLDING PANEL PARTITIONS:

1. Panel Construction: 3" thick (minimum) horizontal and vertical formed steel frame, 21 gauge steel panels welded directly to the frame, or 3" thick (minimum) gypsum with manufacturer' standard vinyl, high pressure plastic laminate, wood veneer or carpet covering
2. Panel Surface Finish:
 - (a) Vinyl, manufacturer's standard
 - (b) High pressure plastic laminate
 - (c) Panel Configuration:
 - (d) Paired Panels
 - (e) Continuously hinged panels
 - (f) Single panels
3. Track Assembly
 - (a) Manufacturer's standard top supported galvanized steel or extruded aluminum track and trolley assembly sized to suit dimensions and operation application.
 - (b) Center meeting bi-parting units, with manufacturer's standard center meeting molding or strike.
 - (c) Side stacking units.
4. Carriers
 - (a) Manufacturer's standard ball bearing trolley assemblies
5. Sound Rated Units
 - (a) Sound transmission classification (STC) of 45 minimum
6. Hardware
 - (a) Pull Bar, Draw Latches, Screws and Installation Hardware: Manufacturer's standard for folding or accordion folding partitions furnished.
 - (b) Latch: operable from both sides of closed unit.
7. Manufacturer: Hufcor Corp, Modernfold or an approved equal.

End of Section

SECTION 102613 - WALL AND CORNER GUARD

A. QUALITY ASSURANCE

3. Exposed Mounting Devices and Fasteners:
(a.) Type: Concealed fasteners
(b.) Finish: Match accessory finish, unless otherwise indicated.

C. TYPES AND MANUFACTURERS

1. Mirrors

- (a) Type:
- 1). Tempered glass mirror in stainless steel frame.
 - 2). Tempered glass mirror in stainless steel frame with integral shelf.
 - 3). Fixed tilt, tempered glass mirror in stainless steel frame to meet ADA requirements.
- (b) Frame: Either of the following:
- 1). Angle Framed Construction: Stainless steel angle frame with No. 4 finish, minimum 5/8" x 7/8" x 7/8" gauge, corners mitered, heliarc welded, ground smooth and polished, with concealed 18 gauge stainless steel angles welded on inner side of frame 6" on center and tapped to receive back plate fasteners.
 - 2). Roll-formed Angle Framed Construction: Roll-formed stainless steel angle frame with concealed, continuous integral stiffener/retainer around perimeter, No. 4 finish, minimum 3/4" x 7/4" x 7/2 gauge, corners mitered, heliarc welded, ground smooth and polished. Stiffener/retainer shall be tapped to receive back plate fasteners.
- (c) Back Plate: Galvanized steel, 20 gauge, full interior area of frame, secured to frame with concealed, cadmium-plated screws 6" OC"
- (d) Mounting Frame (Hanger Bracket): Rigid box or rectangular type, welded construction, fabricated of 18 gauge, galvanized steel, with 18 gauge locking tabs.
- (e) Mirror Quality:
- 1). Identification Stamp: Identify tempered glass units by affixing manufacturer's stamp labeled "tempered" to a glass face.
 - 2). Mirror Backing: Shock absorbing material over entire back mirror surface.
- (f) Integral Shelf: 22 gauge stainless steel for units up to 36" wide, 18 gauge for units wider than 36"; No. 4 finish. Size: 5" deep x full width of mirror frame. Bend front edge down 1/2" and fold metal back on itself to form finished edge. Bend sides down 1/2". Heliarc weld corners grind smooth and polish all welds.

2. Paper Towel Dispensers - Recessed: Units fabricated of 22 gauge stainless steel with 22 gauge double-pan, or 18 gauge single-pan, stainless steel door construction. Hang door on full length, continuous stainless steel hinge. Approximate size: 17" wide x 29" high x 10 1/2" deep to accommodate roll paper towel. Keyed access.
3. Paper Towel Dispensers - Surface Mounted: Unit fabricated of stainless steel. Front cover shall be fabricated of smoked transparent, high impact plastic, or stainless. Approximate cabinet size: 17" wide x 15" high x 10 1/2" deep to accommodate roll paper towel. Keyed access. Fabricate units with flush, tight seams and joints, rounded corners, sloping tops and all exposed edges rolled. Option: ADA compliant unit with motion sensor when required for employees.
4. Double Roll Toilet Tissue Holder: Constructed of stainless steel or smoked transparent high impact plastic. Units shall have hinged arm for filling, pilfer resistant locking mechanism, and designed to prevent free roll of tissue for each roll.
- (a) Type 1: Holder shall accommodate standard 4 1/2" wide jumbo tissue rolls. Approximate

10. Lather/Foam Soap Dispensers - Surface Mounted: Individual surface mounted tank type consisting of smoked transparent high impact plastic or stainless steel one piece body with polished satin finish, push-in soap dispenser valve with stainless steel mechanism, locked filler cap at top, and stainless steel back with vandal resistant mounting bracket. Soap tank capacity: Not less than 40 oz. liquid soap. Approximate overall size: 8 1/2" wide x 4 3/4" high x 5 1/2" deep. Valve shall have bulking multiplier of 10 or more. Units shall have refill indicator window and service key access for refilling.

D. SUGGESTED MANUFACTURERS

- (a) Bobrick Wash Room Equipment, Inc.
- (b) Bradley Corporation
- (c) Or approved equal.

End of Section

SECTION 102814 - ELECTRICAL HAND DRYERS

A. GENERAL

- 1. 110 or 220 volt Surface mounted automatic hand dryer. Fractional horsepower motor to be automatic thermal overload switches to protect overheating.
- 2. No-Touch electronic operation; automatically turn off when hands are moved away.
- 3. Base should be one-piece heavy-duty non-corroding alloy.
 - 1). Cover should be heavy duty, scratch and dent-resistant cast-iron vitreous enamel finish cover. Cover should have tamper resistant bolts.
 - 2). Nozzle to be a die cast alloy, which is located to allow hand drying.
- 4. Suggested Manufacturers:
 - 1). Bobrick Washroom Equipment B-7000 Series
 - 2). Or approved equal

End of Section

SECTION 104400 - FIRE EXTINGUISHERS AND CABINETS

A. QUALITY ASSURANCE

- 1. Provide portable fire extinguishers, cabinets and accessories by one manufacturer.
- 2. UL-Listed Products: Provide new portable fire extinguishers which are UL-listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher indicated.

B. EXTINGUISHERS

- 1. Multi-Purpose Dry Chemical Type: UL rated 4A-60B:C, 10 lb. nominal capacity, in enameled steel container, for Class A, Class B and Class C fires.
- 2. Provide sufficient quantity to meet National Fire Protection Association reference standards.

C. MANUFACTURES

- 1. Cabinets - Architect Series by Larsens or approved equal.
- 2. Walter Kidde or approved equal.

End of Section

DIVISION 12 - FURNISHINGS

SECTION 122000 - WINDOW TREATMENT

A. HORIZONTAL LOUVER BLINDS

1. Components:
 - (a) Slats:
 - 1). Width: 1"
 - 2). Thickness: .006 - .008 prior to painting
 - 3). Material: aluminum or aluminum alloy
 - (b) Finish: Baked oil paint, resistant to fading/discoloration
 - (c) Color: coordinated with office colors
 - (d) Ladders and Lift Cords:
 - 1). Material: braided polyester with minimum stretch
 - 2). Color: to match slats
2. Head Channel:
 - (a) Material: Electro-galvanized steel
 - (b) Thickness: .025" in a "U" shaped channel
 - (c) Finish: Baked on polyester finish to match color of slats
 - (d) Edges to be rolled.
3. Bottom Rail:
 - (a) Material: cold-rolled sheet steel
 - (b) Thickness: .018 - .031"
 - (c) Finish: baked or polyester finish to match color of slats
 - (d) End caps: to match color of slats
4. Cord Lock: Securely raise & lower the blind to any height without tearing cords
5. Tilt Wand:
 - (a) Material: clear acrylic
 - (b) Shape: tubular
6. Tilter: worm and gear type
7. Intermediate Support Brackets: furnished for blinds over 48" wide
8. Suggested Manufacturers
 - (a) Levolor 1" (25mm) Monaco Blind
 - (b) Hunter Douglas Flexalum Decor 1" (25mm)
9. Bali Classics Mini Blinds

B. SHADES

1. Provide manually operated shade system equal to "Mecho-Shade" made by the Mecho-Shade Corp. or equal made by Sol-R-Veil Inc. or Kirsch Co. or approved equal conforming to standards specified herein.
2. Shade system shall be a smooth operating chain and sprocket operated roller shade system which incorporates an adjustable slip clutch to control the rate of fall, from free running zero friction factor, to a factor of 100%. The shade may be adjusted to stop and hold at an infinite number of positions, or adjustable at any percentage of friction to control the fall rate of the shade as required. The shade position when set as a free fall system to be mechanical, by use of a chain retainer. At either setting the highest and lowest shade position will have an automatic stop to prevent over winding or unrolling. The window shade mechanism shall have sufficient latitude to accommodate email

DIVISION 13 - METAL REFURBISHMENT

SECTION 131000 REFURBISHMENT

GENERAL

1. Work of this section shall be accomplished by an experienced fabricator or installer, who has been engaged in work of equivalent scope for at least five (5) years. Materials, methods of finishing, re-finishing, fabrication, fitting, assembly bracing, supporting, fastening, and erection shall be in accordance with drawings and specifications, approved shop drawings, and be of highest quality practices of the industry, using new and clean materials, having structural properties sufficient to safely sustain or withstand stresses and strains to which materials and assembled work will be subjected. All work shall be accurately and neatly fabricated, assembled and erected.
Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, to ensure proper fitting of the new work to existing.
3. The Contractor by commencing the work of this Section, assumes overall responsibility, as part of his warranty of the work, to assure that all assemblies, components and parts shown or required within the work of this Section, comply with the Contract Documents. The Contractor shall further warrant:
 - (a) That all components, specified or required to satisfactorily complete the installation, are compatible with each other and with the existing conditions of installation and expected use.
 - (b) The overall effective integration and correctness of individual parts and the existing system.
 - (c) Compatibility with adjoining existing substrates, materials and work of other trades.
 - (d) There shall be no premature material failure due to improper finish, design and installation.
4. All results of refurbishing must meet with the Architect's approval.

SUBMITTALS

1. Materials list of items proposed to be provided under this Section;
2. Fabricators descriptions and other data needed to prove compliance with the specified requirements;
3. Shop Drawings showing details of refurbishment, details of construction, installation, and anchorage.

FABRICATION AND FITTING CRITERIA

1. Cutting: Cut metal by sawing, shearing or blanking. Flame cutting will be permitted only if cut edges are ground back to clean, smooth edges. Make cuts accurate, clean, sharp, square and free of burrs, without deforming adjacent surfaces or metals.
2. Holes: Drill or cleanly punch holes (do not burn), so that holes will be accurate, clean, neat and sharp without deforming adjacent surfaces or metals.
3. Connections
 - (a) Make connections with tight joints, capable of developing full strength of member, flush unless indicated otherwise, formed to exclude water where exposed to water. Locate joints where indicated on drawings. Provide connections to allow for thermal movement of metal at locations and by methods approved by Architect. For work exposed to view, use concealed fasteners (unless welded or other connections indicated) with joints accurately fitted, flush and rigidly secured with hairline contacts.
 - (b) Welding: Welding shall be in accordance with recommendations of the American Welding Society and shall be done with electrodes and/or methods recommended by the manufacturers of the metals being welded. Welds shall be continuous, except where spot welding is specifically permitted. Welds exposed to view shall be ground flush and dressed smooth with and to match finish of adjoining surfaces so that joint will not be visible;

1. Valve body: cast brass
2. Internal Components:
 - (a) Metals: Brass or stainless steel
 - (b) Non-Metals: Materials not adversely affected by contact with water, temperature changes or a combination of both.
3. Finishes: All exposed to view surfaces installed in finished spaces shall be brass, polished and chrome plated, or stainless steel, with a No. 4 brush finish.
4. Handicapped Installation to have single action faucet.
5. *Faucets: Laminar flow reduction (saves up to 30%), Hot/cold mixing valve: connects to hot water side.*

B. SUGGESTED MANUFACTURES

1. Moen Lavatory or Sink Faucet
2. Or approved equal.

End of Section

SECTION 224200 - PLUMBING FIXTURES

A. QUALITY ASSURANCE

1. Each fixture and fitting shall be plainly and permanently marked with the manufacturer's name or trademark.
 2. Acid resistant surfaces shall be plainly and permanently marked with the manufacturer's label or symbol indicating "acid resistance".
 3. *Water Closet's: 1.6 gallons gravity flush*
 4. *Urinals: 1.0 gallons gravity flush*
 5. *Lavatory: 0.50 gpm*
 6. *Shower head: low-flow 1.5 to 2.5 gpm.*
- The materials specified shall meet or exceed the applicable requirements of FS WW-P-541.

B. MATERIALS

1. Vitreous China: First quality, smooth, uniform color and texture and having a fused on glaze covering all surfaces exposed to view.
 - (a) Surfaces shall be free of chips, craze, warpage, cracks and discolorations. All surfaces in contact with walls or floors shall be flat, with warpage not to exceed 1/16" per foot.
 - (b) Color: White
2. Fixture Trim: Stainless steel 18-8 type 302 or 304.
3. Trim Finishes (exposed to view): Stainless steel with invisible welds and seams, polished to No. 4 commercial finish.
4. Fixture hold-down bolts: Steel, plated for corrosion resistance. Cap nuts: polished chrome plated finish

C. TYPES AND MANUFACTURES (Or approved equal)

1. Wall Hung Chair Carrier Lavatory
Manufacturer: American-Standard Lavatory 20" x 18"
2. Handicapped Wall Hung Chair Carrier Lavatory
Manufacturer: American-Standard Wheelchair Lavatory 27" x 20"
3. Floor Mounted Water Closet

1. Supply a sufficient number of water coolers as required by the applicable building code.
2. Water coolers to be high/low type and be ADA compliant
3. Each double bowl unit shall constitute a single water cooler as defined by building code.

B. INSTALLATION

1. All required plumbing shall be supplied and installed.
2. All required electrical items and work shall be supplied and installed.

C. SUGGESTED MANUFACTURERS

1. Elkay
2. Or approved equal.

End of Section

DIVISION 23 - MECHANICAL

SECTION 230510 - HEATING, VENTILATION, AND AIR CONDITIONING

- A. Thermostats-- programmable thermostat for commercial use with seven day flexible programming, liquid crystal display, individual temperature set-points for occupied and unoccupied heating and cooling, concealed keyboard and locking cover, automatic heat/cool changeover, auxiliary relay output for economizer cycle, conventional or heat pump operation.
- B. Energy Management Systems: PC based programmable with individual controls for set points for temp, humidity, flow and economy saving operations. Maintaining log of building environment 24 hours per day and 7 days per week including point updates at least hourly.
- C. Ductwork: Galvanized sheet metal with fiberglass wrap with factory applied aluminum foil facing reinforced with fiberglass scrim laminated to a UL KRAFT, Insulation minimum 2" thick.
- D. Fans: *High efficiency, variable speed motors/controllers with energy star rating.*
- E. Filters: *Minimum 65% efficient*
- F. Refrigerants: *shall be non-ozone depleting.*
- G. Pumps and motors *to be high efficiency with energy star rating.*
- H. No electric resistance elements will be allowed to satisfy temperature requirements called out in the lease.

End of Section

SECTION 233417 - CEILING EXHAUST FANS

A. GENERAL

1. Fans shall be U.L. listed and labeled
2. Sound power level: AMCA Standard 300-67

B. PRODUCT

1. General: Fans shall be of the electric motor driven centrifugal type, installed in an insulated sheet steel unit casing with a decorative air intake grille, slow speed electric motor, electric terminal box inside housing, speed controller and outside wall cap. Quiet operation, less than 1.5 sones for toilets
2. Fan Assembly: True centrifugal wheels, mounted on the extended shaft of an electric motor. Fabricate fan scroll from heavy gauge sheet steel with a corrosion resistant coating. Isolate the entire fan assembly from the unit casing with elastomer type vibration eliminators. Fan assembly shall be easily removable from the unit casing.

B. INSTALLATION

1. Install metallic box at standard outlet height and connect EMT of sufficient size to box. EMT to terminate above hung ceiling. Drag line and bushings to be installed in conduit.
2. Size of EMT to be determined by landlord's designer in coordination with telecom/data provider.

End of Section

SECTION 260925 - OCCUPANCY SENSORS FOR LIGHTING CONTROL

A. Occupancy Sensor - Wall Switches

1. General
 - (a) Three-wire, self-contained dual technology utilizing passive infrared and ultrasonic technologies, designed for taking the place of a standard toggle switch, and compatible with solid state lighting ballasts.
Adjustments: Auto-off time delay adjustable 2-15 minutes, and adjustable sensitivity.
 - (b) Controls: Hands free automatic on, automatic off, manual on, manual off.
 - (c) Indicators: Red LED to indicate when unit is triggered; and audible warning tone to pre-signal automatic shutdown.
 - (d) Suggested Manufacturers:
Lightolier Controls "Insight" Series
(a) Watt Stopper
(b) Sensor Switch
(c) Or approved equal
- 2.

B. Occupancy Sensor - Ceiling

1. General:
 - (a) Ceiling mounted, dual technologies utilizing passive infrared and ultrasonic technologies. Unit shall operate in conjunction with a separately mounted power pack. Field of view may be reduced by lens masking labels.
Adjustments: Manual-off time delay adjustable 20 seconds to 30 minutes (adjustment at power pack), and adjustable sensitivity.
 - (b) Photocell: Prevents automatic-on activation based on an (adjustable) minimum ambient light level setting.
 - (c) Controls: Automatic-on or manual-on (selectable at power pack), automatic off, and manual-off.
 - (d) Indicators: Red LED to indicate when unit is triggered.
 - (e) Multiple sensors: May be used to control a single power pack.
 - (f) Power packs: Separately mounted UL listed power supply consisting of transformer, contact closure relay, and system configuration electronics and selector switches. Power output of transformer must be sufficient for powering up to twelve sensors.
 - (g) Slave relays: As required for controlling additional lighting circuits from the same sensor(s) connected to a power pack.
 - (h) Suggested Manufacturers
 - (a) Lightolier Controls
 - (b) Watt Stopper
 - (c) Or approved equal
- 2.

- a. Lightolier's "Alter"
- b. National's "AST-series"
- c. Or approved equal

Type 3:

1. Type: Recessed parabolic troffer, 3 lamp
2. Size: 2'0" x 4'0"
3. Type of lamps: 32-watt lamps (Type F32T8)
4. No. of cells: 4" deep troffer - 24 cell anodized aluminum.
5. Louver Finish: Low iridescent diffuse silver louver, black reveal, high gloss baked white enamel finish, IES RP24 criteria.
6. Ballasts: Integrated circuit solid-state electronic ballast for each fixture. Total harmonic distortion less than 15% and shall be dedicated for use with the type of lamp connected. Ballasts to be CBM (certified Ballast Mfr Association) certified. All with 3 year warranty period including labor/material. One 3-lamp solid state electronic ballast, suitable for one, two, or three lamp, 120 volt or 277 volt operation, U.L. listed, and CBM certified by ETL. Ballast Manufacturer: Advance Fixture Manufacturer: Lithonia Fluorescent Series Paramax or equal
- 7.

Type 4

1. Type: Recessed parabolic troffer, 2 lamp
2. Size: 2'0" x 4'0'
3. Type of Lamps: 32 watt lamps (Type 32T8)
4. No. of Cells: 4" deep troffer - 18 cell aluminum.
5. Louver Finish: Same
6. See Type 1, Item 6
7. Fixture Manufacturer: Lithonia Fluorescent Series Paramax or equal

C. Lamps:

1. F32T8: Color index of 85, min efficiency of 89 lumens per watt. Color temperature of 4100 deg K.
2. Compact Fluorescent Lamps: Min color index of 82, min efficiency of 60 lumens per watt. Suggested Manufacturers: Phillips or approved equal.

D. Dimming Ballasts

1. Dimming shall be smooth and continuous without flicker over a range from 100 percent to 1 percent of full light for T-8-Fluorescent lamps.
2. Ballast shall be capable of striking the lamps at any level without first flashing to full light.

NOTE:

- NYC area provided equal fixture with I.B.E.W. Local #3 stamp
- Emergency lighting capability is available with fixtures. See Integral Emergency Lighting Spec (265195) for further information.

End of Section

SECTION 265200 - EMERGENCY LIGHTING UNIT EQUIPMENT

A. GENERAL

1. Type, quantity and type shall conform to all applicable codes and NFPA 101 - Life Safety Code (Section 5-9).
2. Installation shall be in accordance with manufacturer's directions.

B. TYPE

1. EZ-2: to be used in areas with an ambient temperature above 45 degrees F.
 - (a) Six volt maintenance free battery (sealed lead-calcium free electrolyte or sealed pure lead cells). Batteries shall be of suitable rating and capacity to supply and maintain at not less than 87½% of the nominal battery voltage for the total lamp load associated with the unit for a period of at least 1½ hours.
 - (b) Low battery voltage cut-off (not less than 80% of nominal battery voltage).
 - (c) Electronic or sealed dust-tight transfer relay.
 - (d) Six volt, 12-watt integral tungsten halogen lighting heads.
 - (e) Input circuit suitable for operation on 120 volts 60 hz. Circuit.
 - (f) Mounting shelf or bracket.
2. EZ-2D: to be used in areas where the ambient temperature may be less than 45 degrees F., i.e., unheated storage areas and parking garages
 - (a) Six-volt nickel cadmium battery, wet cell, pocket plate type. Batteries shall be of six-volt nickel-cadmium battery, wet cell, pocket plate type. Batteries shall be of suitable rating and capacity to supply and maintain at not less than 87½% of the nominal battery voltage for the total lamp load associated with the unit for a period of at least 1½ hours. Batteries shall deliver full ampere-hour capacity at 0 degrees F ambient temperature.
 - (b) Electronic or sealed dust-tight transfer relay.
 - (c) Six volt, 12-watt, integral tungsten halogen lighting heads.
 - (d) Input circuit suitable for operation on 120 volts 60 Hz. Circuit.
 - (e) Mounting shelf or bracket.
 - (f) Time delay device for units installed in areas illuminated with high-density discharge lighting fixtures. Emergency lighting units shall remain illuminated 15 minutes after normal power is restored.
 - (g) Wire guard to cover unit.

C. SUGGESTED MANUFACTURERS

- a. Dual-Lite Co.'s EZ-2 Series

End of Section

SECTION 265300 - EXIT LIGHTING FIXTURES

A. PRODUCT

1. LED, non radioactive (energy use lower than LED). 5 Watts or less, Energy Star Compliant which will illuminate on normal source and battery source.
2. Compliant with standards of the Life Safety Code and National Electric Code.
3. Input circuit suitable for operation on 120 VAC circuit or 277 VAC circuit, whichever is appropriate.

Revised January 4, 2006

Department of Labor
Specifications for Leased Facilities

Addendum to State of New York Office of General Services
Material Specifications for Leased Facilities dated Sept. 2002
As part hereof

Contact OGS Real Estate Planning (518)474-4720 to ensure this is the latest issue.

Any decision to eliminate or alter specifications must be approved in writing by the Property Office of the Department of Labor (518)457-2560 or (518)485-6076.

Prior to construction, Landlord shall furnish the Property Office of the Department of Labor, for its approval, samples of any floor, ceiling and ceramic tile, wall covering, carpet, paint or stain colors, to be provided under the terms herein.

Drawings and specifications are to complement each other so that any work implied or mentioned in the specifications and not shown on the drawings, is to be executed the same as if it were both shown on the drawing and covered in the specification or vice versa. All drawings are to be stamped and signed by a professional architect and/or engineer as required by New York State Law.

All work shall be in strict conformity with all codes and regulations of all pertinent local municipalities, State of New York and Federal Laws and regulations (including the Americans with Disabilities Act, NYS Energy Code and Executive Order 111), and as per all applicable Labor and Health Laws and requirements.

SPECIAL NOTE: ALL WORK TO BE PERFORMED SHALL COMPLY WITH STATE LABOR LAW AND SHALL REFLECT A REQUIREMENT OF PAYMENT OF PREVAILING WAGES TO ALL WORKERS EMPLOYED IN ALL ASPECTS OF CONSTRUCTION.

1. Provide and install sign or metal letters on building 12 inches high and shall read "New York State Department of Labor". Colors of letters to be chosen by the Department of Labor. Letters or sign shall be provided by the Landlord.

6.

- A. All partitions are to be ceiling high solid (CHS), Nom. 4" 25 gauge steel stud, 16" o.c. and 5/8" Gypsum Board each side, unless otherwise noted on drawing. Walls are to be braced to underside of slab.
 - B. Multi-purpose room, Training, Karli, Hearing, Employees Room, Manager's Office, Conference Room, and/or Test Room, walls separating individual units, all private offices, demising walls and all other ceiling high walls, to have BATT insulation inside walls for sound deadening of rooms to attain a sound reduction transmission coefficient of 50 decibels. Partitions shall extend to slab above.
 - C. Partial height walls to have 16" (+or-) wide sections to ceiling at ends or wherever needed for support. These sections also are to serve as vertical raceways for telephone, electrical and EDP cables.
 - D. Partial height walls to have polyurethaned hardwood caps as defined in Finish Specifications for project.
 - E. Folding partitions: Modern-fold Acoust. Seal #932, paired panel or equal. Support system shall be provided.
7. Furnish and install adequate fluorescent light fixtures in Toilet Rooms, Janitors' Closet and Vestibule to maintain 30 foot candles.
8. Janitors' Closet to have service sink 18"X22". Furnish and install towel dispenser and waste bin.
9. All walls, except in Janitor Closet and Stockroom (to be painted) or where otherwise specified (ex: restrooms), to receive vinyl wall coverings as follows:

Specifications for Vinyl Wall covering

- A. **General:** Installation shall be in accordance with manufacturer's specifications.
- B. **Materials and Manufacturer:**

- 1. Vinyl Materials Performance Specifications:

Carpet areas indicated on drawing. Colors to be selected by DOL. Install new VCT in other areas, except where ceramic tile is called for under item #5 within these specifications. VCT and cove base colors to be specified by DOL. Carpet is to be ergo cushion back carpet squares (18") manufactured by Collins & Aikman.

At completion, all vinyl composition tile work shall be cleaned and all cement, dirt and other foreign substances be removed; after which two (2) coats of wax shall be applied, each of which shall be brought to a well polished finish. All cracked, broken or otherwise defective tiles shall be removed and replaced.

11. Stockroom to have one-hour fire rated partition with $\frac{3}{4}$ hour fire rated door. Install fire/smoke detector with remote alarm to provide audible signal in occupied area and to interface with building alarm system.
12. On all exterior windows, provide and install vertical blinds (as specified by DOL) complete with all hardware.
13. Glass in CHC (ceiling high glass) partitions to be approved $\frac{1}{4}$ " thick safety glass.
14. Furnish and install in employees room one (1) kitchen style stainless steel double bowl sink with laminate counter top and full kitchen style two-door base and wall cabinets. Laminate top to have 4" high integral back and side splash. DOL to specify laminate color. Unit must be ADA compliant.
15. All surplus and/or unused building appurtenances or obstructions such as pipes, telephone boxes, electrical outlets, stand pipes, etc., shall be removed and disposed of; any or all surfaces including floors, walls, ceilings, etc., shall be refinished clear and smooth.
16. Furnish and install Heat/Fire/Smoke System to meet building code. Furnish and install Security System; local audible alarm required. Shall have programmable keypad; detectors on each door; motion or glass detectors covering all grade level or otherwise accessible windows.
System requires separate electrical circuit and telephone outlet.
Off hours monitoring required for both systems; separate telephone line required.

circuit, a telephone outlet, and a convenience quad outlet; furnish and install 4'X6' 1" fire rated plywood on wall 24" AFF.

Modular Furniture Groupings-- provide 1" conduit for data/telephone drop to each group. Provide electricity: 3 work stations for 20A circuit.

20. Scope of project as shown on SPA Drawing is for OGS' use only. Architect to verify all quantities, etc.
21. All restrooms are to comply with ADA standards for accessibility to the disabled. Position dispensers, mirrors, etc. as per ADA specs. Accessible toilet stalls on all new construction are to be a minimum of five (5) feet by five (5) feet.
22. Landlord to furnish and install ceiling light fixtures to provide a mix of ambient and task lighting. The lighting plan shall be approved by the NYS-OGS-Bureau of Lease Construction and Compliance which recommends that parabolic light fixtures be installed using a 6'X8' pattern, or at a ratio of one fixture per 48 square feet.
23. Emergency lighting shall be provided in open areas, corridors, public spaces and exits so as to permit occupants to make their way safely out of the building in the event of a failure of normal lighting.
24. All electric water coolers ("EWC") shall be in compliance with ADA standards for accessibility.
25. Landlord to provide a detailed description of the building exterior, sidewalks, grounds and available parking including all proposed improvements, alterations, landscaping, shrubbery, planting, etc.
26. Windows stools to be finished with polyurethaned hardwood or laminate to match finish specifications.
27. At entrances, directly from outside of building into the office, provide recessed weather/entrance mat.

EXHIBIT "6"

EXECUTIVE ORDER NO 4:

ESTABLISHING A STATE GREEN PROCUREMENT AND AGENCY SUSTAINABILITY PROGRAM

WHEREAS, the State of New York ("State") is dedicated to the simultaneous pursuit of environmental quality, sound public health, economic prosperity and social well-being; and

WHEREAS, the production, use and disposal of materials, and the generation and use of energy, can have significant impacts on environmental quality and public health; and

WHEREAS, State government is a major consumer of materials and energy; and

WHEREAS, the State's policies include conserving, improving and protecting natural resources and the environment; preventing water, air and land pollution; and enhancing the health, safety and welfare of State residents and their overall economic and social well-being; and

WHEREAS, it is the State's policy to promote cost effective methods to reduce energy and resource consumption, and reduce or eliminate the use of hazardous substances and the generation of hazardous substances, pollution and waste at the source; and

WHEREAS, the State's solid waste management priorities include reducing the generation of solid waste, reusing materials, and recycling materials that cannot be reused; and

WHEREAS, by making sound choices in the course of their daily activities, such as the commodities, services, and technology they consume, and the amount of waste they generate, State agencies and public authorities can minimize potential environmental and health impacts on workers and the public; and

WHEREAS, the State's procurement of commodities, services and technology can be enhanced through State agency and public authority choices that minimize the potential environmental and

B. Interagency Committee on Sustainability and Green Procurement

1. There is hereby established an Interagency Committee on Sustainability and Green Procurement (the "Committee"). The Committee shall be comprised of the Director of the Budget, the Commissioner of General Services, the Commissioner of Environmental Conservation, the Commissioner of Health, the Commissioner of Economic Development, the President of the Urban Development Corporation, the Commissioner of Transportation, the President of the Environmental Facilities Corporation, the President of the New York State Energy, Research and Development Authority, the Chair of the Power Authority of the State of New York, and the Executive Director of the Dormitory Authority of the State of New York. The Commissioner of General Services and the Commissioner of Environmental Conservation shall serve as co-chairs of the Committee.

2. Members of the Committee may designate an executive staff member to represent them and participate on the Committee on their behalf. A majority of the members of the Committee shall constitute a quorum, and all actions and recommendations of the Committee shall require approval of a majority of the total members of the Committee.

C. Green Procurement Lists and Specifications

1. The Committee, no later than September 1, 2008, and annually thereafter, shall select a minimum of three "priority categories" of commodities, services or technology, and at least twelve "priority commodities, services and technology" within each of the priority categories, for which the Committee shall develop "green procurement lists" ("procurement lists") and "green procurement specifications" ("procurement specifications") for use by State agencies and public authorities in the procurement of commodities, services and technology. The Committee shall focus on commodities, services and technology that reasonably will: (a) reduce or eliminate the health and environmental risks from the use or release of toxic substances; (b) minimize risks of the discharge of

impacts throughout a commodity's or technology's life cycle; (j) cost; (k) extended producer liability; and (l) legal and regulatory requirements applicable to the use and procurement of commodities, services and technology.

4. The Committee may review the priority categories, priority commodities, services and technology, procurement lists and procurement specifications periodically and revise or supplement them as appropriate in a manner consistent with the requirements of this section.

5. The Committee shall establish specific goals to achieve reasonable reductions in the amount of solid waste generated and paper consumed annually by State agencies and authorities. The Committee shall also develop and implement strategies to assist State agencies and authorities to achieve such reduction goals.

D. Sustainability and Environmental Stewardship Programs

1. Each State agency and authority shall develop and implement a Sustainability and Environmental Stewardship Program, which shall include:

(a) specific projects, programs and policies designed to achieve compliance with the requirements of this Order; and

(b) specific projects, programs and policies designed to reduce the public health and environmental impacts of the activities and operations of the agency or authority, including: (i) the reduction or elimination of the use and generation of toxic substances, pollution and waste; (ii) the reduction, reuse, recycling and composting of solid waste; (iii) increasing energy efficiency; (iv) increasing the use of renewable energy sources; (v) conserving water and other natural resources; and (vi) maximizing the use of environmentally preferable or "green" commodities, services and technology.

2. Commencing no later than July 1, 2008, all copy paper, janitorial paper and other paper supplies purchased by each

(b) the cost of the commodities, services or technology is not competitive; or (c) there is an emergency or other compelling public health or safety reason not to purchase such commodities, services or technology. Such form, function, utility or other determination shall be presented in the procurement record, and notice of the determination shall be provided to the Committee Chairs.

5. All State agencies and authorities shall, to the extent practicable: (a) implement effective programs to source separate recyclable materials, including paper, metal, glass and plastic, that will maximize materials recovery; (b) implement effective programs to reduce waste; (c) use locally available compost, mulch and soil amendments produced from secondary materials; and (d) utilize secondary materials in construction.

E. Training and Staff

1. State agencies and authorities, no later than September 1, 2008, shall assign an employee to serve as a Sustainability and Green Procurement Coordinator ("Coordinator"). Coordinators shall be given full management support and provided with the necessary resources to enable the agency or authority to comply with this order.
2. The Committee shall design and implement training and outreach programs for Coordinators and assist them with the training of appropriate staff, vendors and contractors.
3. The Commissioner of General Services, no later than September 1, 2008, shall select an employee to serve as Director of Green Procurement, who shall assist the Commissioner of General Services in carrying out his or her duties under this order.
4. The Office of General Services, the Department of Environmental Conservation, the Environmental Facilities Corporation, and the New York State Energy Research and Development Authority are authorized to assist State agencies and authorities in complying with this order, including through the development and implementation of Sustainability and Environmental Stewardship Programs.

3. The Committee, on or before June 1, 2009, and on June first each year thereafter, shall submit a report to the Governor, which shall compile the information submitted by State agencies and authorities pursuant to this section and report on progress made on the implementation of this order.

G. Sustainability and Green Procurement Advisory Council

There is hereby established a Sustainability and Green Procurement Advisory Council ("Council"), which shall consist of 11 members appointed by the Governor who have experience in the fields of green procurement, public health, waste prevention and recycling, energy efficiency, workplace safety, labor relations, environmental protection, environmental justice, or chemical manufacturing. The Governor shall select a Chair of the Council from among its members. The Council shall meet at the times requested by the Committee and provide such advice and assistance as the Committee may require.

H. Miscellaneous

1. Every agency and public authority of this State shall furnish such information and assistance as the Committee determines is reasonably necessary to accomplish its purposes.
2. Executive Order 142, issued on January 16, 1991, is hereby revoked and superseded by this Executive Order.

Given under my hand and the Privy Seal of the State in the City of Albany this twenty-fourth day of April in the year two thousand eight.

David A. Paterson
Governor

SCHEDULE "A"

SECTION 14 - JANITORIAL SERVICE
Specifications

Landlord shall provide the following janitorial services using materials and procedures that comply with the requirements set forth in Section 14 of the Lease. As used herein, the word "Daily" shall mean to occur once each day, Monday through Friday, five days a week, excepting State Legal Holidays.

As used herein, the term "State Legal Holidays" shall mean the calendar of legal holidays as established and maintained by the New York State Department of Civil Service. Annual updates of State Legal Holidays are available at <http://www.cs.state.ny.us/attendance/leave/>; once you are on the website, scroll down to Calendars of Legal Holidays and click on the year in question.

Drinking Fountains: Wash inside and outside Daily. Water shall be set at a high enough level that the mouth does not touch the faucet.

Office Floors-Resilient Tile: Dust mop Daily with chemically treated cloths or mops, and spot mop as necessary. Spray buff monthly with commercially prepared spray buff material or a solution of water and floor finish. Strip and redress annually with synthetic, metal, interlocked, non-slip material with a minimum of seventeen percent (17%) solids. Floors shall have a clean appearance at all times.

Floors-Carpeted: High traffic areas are to be vacuumed Daily. All carpet shall be completely vacuumed once a week, and shall be shampooed once a year.

Furniture: All surfaces must be clean and dust free.

Restrooms:

Daily - thoroughly clean all urinals, water closets and sinks, inside and outside, with a disinfectant and odor-counteractive solution.

both inside and outside in public areas. Clean telephone booths and fixtures. Damp mop all non-carpeted floor surfaces in lobbies, corridors and entrances. Vacuum entrance mats. Sweep and wash floor in all elevators. Sweep escalator treads.

Monthly - Spray buff all non-carpeted corridor, lobby and vestibule floors.

Semi-annually - Completely wash both sides of all outside entrances and vestibules, glass, frames, handrails, steps, risers, handicapped ramps and doors. Strip and redress corridor and lobby floors. Shampoo entrance carpets.

Annually - Wash corridor walls, vestibule walls and ceilings, and lobby walls.

Woodwork (Natural Wood Finish): Dust Daily. Clean and polish annually.

Stairwells, Landings and Concrete Floors:

Daily - Sweep, spot mop spills and remove gum Daily. Damp wipe fingerprints, smudges, smears on stairway doors, wall surfaces, hose racks and handrails.

Monthly - Mop and rinse stairway landings.

Annually - Wash and rinse walls, light fixtures, sills, treads, risers and handrails and apply dressing to all landings and treads.

Windows: To be cleaned, inside and out, in April and October. Interior partition glass to be clean at all times.

Rubbish: Wastepaper baskets, trash cans are to be emptied and trash removed from the Premises Daily. Wastepaper baskets are to be clean, odor free, and lined Daily. In order to maximize materials recovery and implement effective programs to reduce waste, Tenant shall source separate all recyclable waste materials, including paper, metal, glass and plastic, hereafter referred to as "Wastes," from rubbish generated within the Demised Premises (see Section 14). The Landlord agrees, to the extent practicable, to assist the Tenant with implementing said program

NYS OFFICE OF GENERAL SERVICES
 Real Estate Planning
 26TH FLOOR, CORNING TOWER, ESP
 ALBANY, NEW YORK 12242

LEASE DISCLOSURE SHEET

PROJECT NO:
MR-5558

DATE:
2/1/2012

AGENCY:
Department of Labor

BUILDING ADDRESS (street/city/state/zip code/county):

FEDERAL I.D. NO. (FEIN):

SOCIAL SECURITY #:

300 West Dominick Street
Rome, NY 13440

#15-6000460

N/A

BUSINESS ENTITY NAME:

BUSINESS ENTITY ADDRESS/ TELEPHONE NO.:

County of Oneida

800 Park Avenue
Utica, New York 13501

e-mail address:

1. BUSINESS ENTITY IS: (please check appropriate box and provide additional information as requested, use additional sheets if necessary)

a) Corporation

State of Incorporation:

List officers, directors and major shareholders (10% or more of the voting shares publicly traded companies, 25% of shares for all other companies)

b) Sole Proprietorship

State/County filed in:

c) General Partnership

State/County filed in:

List General Partner and other partners below

d) Not-for-Profit Corporation

Charities Registration Number:

List officers and directors below

e) Limited Liability Company (LLC):

Jurisdiction filed in:

List officers, managers and members below

f) Limited Liability Partnership

State/County filed in:

List General Partner and limited or other partners below

g) Municipality

State/County filed in:

List Municipal Clerk and Municipal Officers below

h) Other - Specify:

Jurisdiction filed in: (if applicable)

List officers, members, managers, etc below

Name	Title	Address
Anthony Picente	Oneida County Executive	800 Park Avenue Utica, New York 13501
Sandra DePerno	Oneida County Clerk	800 Park Avenue Utica, New York 13501
Gerald Fionni	Chairman of the Board of Legislators	800 Park Avenue Utica, New York 13501
Joseph Timpano	Oneida County Comptroller	800 Park Avenue Utica, New York 13501

BUSINESS ENTITY/BUILDING INFORMATION:		YES	NO
-If explanation required, please attach additional sheets as necessary-			
2.	Is the Business Entity's property interest in the premises fee simple ownership? If NO, please describe the property interest (i.e. leasehold, purchase, contract, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Does the company do business under any other names? If yes, please indicate those names: If yes, has the company filed a certificate of doing business (d/b/a certificate) for those names? If so, please indicate what counties the certificates are filed in:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Is the primary business of the company the leasing of space? If NO, please provide an explanation/purpose of the primary business. County Government	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	(a) Is any immediate family member of any individual listed in response to question No. 1 employed by the State of New York or any State Board, Commission or Authority? IF YES, what is his/her relationship to this individual and what Agency, State Board, Commission or Authority does he/she work for? Attach additional sheets if necessary.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(b) Is any individual listed in response to question No. 1, an affiliate or any person involved in the bidding, contracting or leasing process of the company employed by the State of New York or any State board, Commission or Authority? IF YES, identify the Agency, State Board, Commission or Authority he/she works for. Attach additional sheets if necessary. Please see attached sheet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Is there present on, near or within 30 meters of the premises or the building of which the premises form a part, any "PCB Transformers", "PCB Articles" or "PCB Equipment" as such terms are defined in U.S. Environmental Protection Agency Regulation (40CFR761)? (PCB Transformer owners were required by U.S. EPA Regulation (40CFR761) to notify owners of commercial buildings of the existence of PCB Transformers within 30 meters of such buildings not later than December 1, 1985).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• If answer to #6 is YES, are such "PCB Transformers", "PCB Articles" or "PCB Equipment" labeled in accordance with U.S. Environmental Protection Agency Regulation (40CFR761)?	<input type="checkbox"/>	<input type="checkbox"/>
	• If answer to #6 is YES, have such "PCB Transformers", "PCB Articles" or "PCB Equipment" been Registered with fire response personnel having primary jurisdiction as is required by U.S. Environmental Protection Agency Regulation (40CFR761)?	<input type="checkbox"/>	<input type="checkbox"/>
7.	Are there sprinklers in the premises?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	• If YES are they Omega, Central, Gem or Star Sprinklers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• If Omega, Central, Gem or Star, have the defective parts been replaced/repared pursuant to recent CPSC directives and building codes?	<input type="checkbox"/>	<input type="checkbox"/>
8.	Was this building constructed prior to January 1, 1979? If YES, include date: Originally constructed in 1968 with expansion in 1979.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9.	Is there present on or within the premises or the building of which the premises form a part, any asbestos material or material impregnated with asbestos, or which asbestos forms a part? If yes, please briefly describe the nature and extent of the use of asbestos, including a description of any activity which has been undertaken to preclude the asbestos from becoming friable.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10.	Is the building located within a historic district or is it listed on	<input type="checkbox"/>	<input checked="" type="checkbox"/>

BUSINESS ENTITY RESPONSIBILITY: (N/A for Municipalities)

12.

Within the past 5 years, has the Business Entity, any individuals serving in managerial or consulting capacity, principal owners, officers, OR IF APPLICABLE, major stockholder(s) or any affiliate or any person involved in the bidding, contracting or leasing process been the subject of any of the following:

-If explanation required, please attach additional sheets as necessary-		YES	NO
(a)	a judgment or conviction for any business related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	a criminal investigation or indictment for any business related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any government agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d)	an investigation for a civil violation by any local, state or federal agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e)	a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f)	a local, state, or federal suspension, debarment or termination from the lease process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g)	a local, state or federal contract suspension or termination for cause prior to the completion of the term of a lease?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h)	a local, state, or federal denial of a lease or contract award for non-responsibility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i)	an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j)	a federal, state or local determination of a willful violation of any public works or labor law or regulation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k)	a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l)	a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(m)	an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

BUSINESS ENTITY RESPONSIBILITY (CONT)

	YES	NO
(p) entered into an agreement to a voluntary exclusion from leasing or contracting with a governmental entity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(q) a finding of non-responsibility, a procurement contract withheld or terminated by an agency, authority or governmental agency due to the intentional provision of false or incomplete information as required by State Finance Law §§139-j and 139-k?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

FOR EACH YES ANSWER TO QUESTIONS 12 a-q, PLEASE PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING, BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

13. Does the Business Entity use, or has it used in the past five (5) years, any other Business Name, FEIN, or d/b/a than what is listed on page one of this document? If YES, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. During the past 3 years, has the Business Entity failed to:		
(a) file returns or pay any applicable federal, state or city taxes? (If YES, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the Business Entity failed to file/pay and the current status of the liability.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) file returns or pay New York State unemployment insurance? (If YES, indicate the years the Business Entity failed to file/pay the insurance and the current status of the liability)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Have any bankruptcy proceedings been initiated by or against the Business Entity or its affiliates within the past 7 years (whether or not closed) or is any bankruptcy proceeding pending by or against the Business Entity or its affiliates regardless of the date of filing? (If YES, indicate if this is applicable to the submitting Business Entity or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Has the Business Entity been denied, or received a decertification, revocation or forfeiture of a Minority or Women -Owned Business or Disadvantaged Business Enterprise?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Per Workers Compensation Laws §57 and §220, a business entity applying for a state contract, license, or permit must provide proof of coverage or exemption for both Workers Compensation AND Disability Benefits.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please refer to page 5 "WORKERS' COMPENSATION AND DISABILITY BENEFITS AGENCY CONTRACT REQUIREMENTS" for additional information on applicable forms and links to website. Be sure to designate the New York State Office of General Services, Real Estate Planning, Corning Tower, 26th Floor, Empire State Plaza, Albany, NY 12242 as the certificate holder or Government Entity requesting proof of coverage.

The business entity name and FEIN (or SSN) on the lease contract, disclosure sheet, and Workers' Compensation/Disability forms must all match exactly.

Business Entity has:

(a) Workers' Compensation: If Yes, attach one of the following forms:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Form C-105.2 - issued by your insurance carrier		
• Form U-26.3 - issued by the State Insurance Fund		
• Form GSI-105.2 - must be completed by the group self-insurance administrator		

SIGNATURE/ ACKNOWLEDGEMENT PAGE

The undersigned, personally and on behalf of the Business Entity noted below, does hereby state and certify to the New York State Office of General Services that the information given above is true, accurate and complete with respect to State Finance Law §§ 139j-k.

It is further acknowledged that the State of New York and the Office of General Services will rely upon the information contained herein and in any attached pages for purposes of leasing space from the Business Entity and the State may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein.

It is further acknowledged that intentional submission or false or misleading information may constitute a felony under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in lease termination.

This document shall be signed by someone who is authorized to bind the company and is listed as an officer/partner/member of the company in question 1 of this disclosure. If the document is being signed by someone who is not listed in the response to question 1, that individual must be authorized to bind the company and that authorization must be verified through the provision of a letter, on the company's letterhead (from an officer/partner/member of the company in question 1 of this disclosure), stating that this individual is authorized to sign on behalf of the company.

BY: AUTHORIZED REPRESENTATIVE FOR PROPOSED CONTRACT:

County of Oneida
Name of Business
800 Park Avenue
Address
Utica, NY 13501
City, State, Zip
Date: 2/1/12
Signature
Anthony J. Picente, Jr.
Print or Type Name
Oneida County Executive
Title
Telephone Number: (315) 798-5000

STANDARD ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ONEIDA)

On this 1st day of Feb, 2012, before me personally came Anthony J. Picente Jr. to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same and further that; he/she is the County Executive of Oneida County the Business Entity described in said instrument; that, by authority of the said Business Entity, he/she is authorized to execute the foregoing instrument on behalf of the Business Entity for purposes set forth therein; and that

NYS OGS Landlord Disclosure Sheet

Additional Responses

Question 5(a): "Is any family member of any individual listed in response to question No. 1 employed by the State of New York or any State Board, Commission or Authority? If YES, what is his/her relationship to this individual and what Agency, State Board, Commission or Authority does he/she work for?"

Answer:	Anthony J. Picente, Jr., Oneida County Executive	--	NO
	Sandra DePerno, Oneida County Clerk	--	NO
	Gerald Fiorini, Chairman of the Board of Legislators	--	NO
	*Joseph Timpano, Oneida County Comptroller	--	YES

*Robert Timpano (Brother), works for NYS Department of Transportation

*Dominick Timpano (Brother, works for NYS Department of Labor (Division of Safety and Health)

ANTHONY J. PICENTE, JR.
County Executive



ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438

FN 20 12-336

July 23, 2012

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

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

Re: Purchase of Service Agreement # 11501

Attached for your review and approval is a Purchase of Service Agreement between the Oneida County Youth Bureau and the Oneida County Office of Workforce Development per Board Resolutions and Local Law # 3 of 1991, amending Article VIII, Section 802 of the Administration Code.

This agreement with the Oneida County Office of Workforce Development for the Jail to Community Transition Program, will provide a variety of supportive services to 25 youth, ages 16 to 21 participating in this program. A counselor will provide one-on-one counseling and also help the youth to access educational and employment training opportunities in the community.

The term of this agreement is January 1, 2012 through December 31, 2012. It is the recommendation of the Youth Bureau Allocation Committee to award New York State Office of Children and Family Services funds of \$4,852.00 for the Jail to Community Transition Program. There is no County match for these funds.

I am respectfully requesting your approval of this Purchase of Service Agreement between the Oneida County Youth Bureau and the Oneida County Office of Workforce Development.

Very truly yours,

Robert J. Roth
Director

Attachments

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

Anthony J. Picente, Jr.
County Executive

Date 7/26/12

Oneida Co. Department Youth Bureau
#Y11501

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization: Oneida County Office of Workforce Development

Title of Activity or Service: Jail to Community Transition Program

Proposed Dates of Operation: January 1, 2012 to December 31, 2012

Client Population/Number to be Served: 25 Incarcerated Youth, ages 16 to 21

Summary Statements

1.) Narrative Description of Proposed Services

Under the *Jail to Community Transition Program*, a Coordinator/Case Manager will provide a variety of services to program participants. Initial contact with youth entering this program will be made at the Oneida County Jail, while they are incarcerated. The counselor will provide for one-on-one counseling and provide appropriate assistance to help youth access educational and employment training opportunities in the community as they prepare for release from jail.

2.) Program/Service Objectives and Outcomes

The *Jail to Community Transition Program's* main objectives are:

- To serve 25 youth incarcerated at the Oneida County Jail who are eligible to participate in the program;
- To provide 3 hours of individualized orientation to the world of work, including pre-employment skills training for each;
- To provide follow-up job retention counseling for each client during his/her work activity placement;
- To assist youth with resume writing, job searches, etc.

3.) Program Design and Staffing

The *Jail to Community Transition Program* has a Coordinator/Case Manager who will run this program and is experienced in working with both youth probationers and youthful offenders. She will spend a majority of her time on this program and the balance of her time as the Trainer/Work Coordinator for the Probation Employment Program (above).

Total Funding Requested \$ 4,852.00

Account # A8830.49554

Oneida County Dept. Funding Recommendation: \$ 4,852.00

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

Cost Per Client Served: \$ 194.08 per youth

Past Performance Data: This program has been reviewed by the Oneida County Youth Bureau and has met performance standards.

O.C. Department Staff Comments:

ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
acting through Oneida
County Youth Bureau

SERVICE PROVIDER

Oneida County Office of Workforce Development,
a department of Oneida County
209 Elizabeth Street, 2nd Floor
Utica, New York 13501

Jail to Community Transition Program

(Hereinafter referred to
as the County and/or Department)

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: January 1, 2012
To: December 31, 2012

COUNTY RESOLUTION NO.

Adopted on

FINANCIAL TERMS OF AGREEMENT:

Total Program Budget:	Approved O.C.F.S. Funds:	Matching Funds
\$4,852.00	\$4,852.00	No County Fund Match

GENERAL LIABILITY INSURANCE:

\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County Youth Bureau, and the Service Provider referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: *David Mattia*
Executive Director

By: _____
Commissioner of Social Services

By: *Monty Gann*
Youth Bureau Director

Approved as to form

Oneida County Attorney

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES AND YOUTH BUREAU CONTRACTS

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. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department 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 Department, to the degree that such change is within the reasonable control of the Contractor.

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department 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 Department may for 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 register 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 implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

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 AGREEMENT.
- 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 proved under this AGREEMENT shall be determined between the Contractor and the Department, 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 Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

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 AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and 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; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. 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 Department under the Federal Social Security Act.
- e. 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 Oneida County or the Department 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 Oneida 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 pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of 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 Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department 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.
- g. Except where the Department 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 Department, 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 Department 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 Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department 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.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law 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 and 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 the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions.
- j. 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 Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

- l. The Contractor ensures that the grounds, structures, building 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.

- m. 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:
 - a) 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.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Department 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.

- n. 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 the Department 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 the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department 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 the Department, Department 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 the Department 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 the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. 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
- q. 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.

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 Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON 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, Federal, and County 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 Department 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 the Department to sign a Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. 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 Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial an/or client identifiable information concerning such youth.
- c. 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 Agency'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.

- d) 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."

All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County 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 Department or Oneida County.
- b. The Department and Oneida County 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 Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County 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 Department 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 Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) 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.

PATENTS AND INVENTIONS

The Contractor agrees that any 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 DEPARTMENT. 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.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT 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 delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department 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 the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department 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 and 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 Department 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 Department. Upon such termination, the Department may require (a) the repayment to the Department 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 Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department 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 Department to the Contractor.
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department 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 Department shall follow this up immediately with written notice. The Department 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 Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department 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 Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department 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 Department 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 Department 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 Department. Upon such termination, the Department may require (a) the repayment to the Department 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 Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this 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 with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department 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 Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department 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 Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department 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 Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion 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 Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department 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 the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, 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, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

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 Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of 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.

ADDITIONAL ASSURANCES

- a. 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.

- b. 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.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment 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 Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

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

wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Oneida County Workforce Development

NAME OF CONTRACTED AGENCY

David L. Mathis, Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

David Mathis
SIGNATURE

July 5, 2012

DATE

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in
Oneida County Workforce Development #Y11501
Jail to Community Transition Program January 1, 2012 - December 31, 2012

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.

Oneida County Workforce Development
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

David L. Mathis, Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

David Mathis
SIGNATURE

July 5, 2012
DATE

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information

Program Title: Jail to Community Transition Program	(YBS/DW/CP/County Use Only)	Program Year: 2012
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Direct Services will NOT be provided by this program

FUNDING INFORMATION	
Funding Category: SDDP	County: Oneida
Funding Type:	Sponsoring County/Municipality: Oneida

FUND AMOUNTS	AUTHORIZED VOUCHER SIGNEE
Total Program Amount: 4,852.00	Last Name: Mathis
OCFS Funds Requested: 4,852.00	First Name: David
Youth Bureau Allocated (Youth Bureau ONLY):	Title: Director, Workforce Development
60% State Aid [RHYA Programs ONLY] % Tax Match	Last Name:
% Agency Cash: % In Kind	First Name:
	Title:

AGENCY/MUNICIPALITY INFORMATION	
This Agency Is: <input type="checkbox"/> Private, Not for Profit <input checked="" type="checkbox"/> Public <input type="checkbox"/> Religious Corporations	

Federal ID #: 165-6000460	Charities Reg #:
Agency Website: www.ocgov.net	Contact Person for Agency/Municipality: Last Name: Rieth First Name: Mary
Implementing Agency/Municipality: Oneida County Workforce Development	Title: Fiscal Manager
Mailing Address: 209 Elizabeth Street	Phone Number: (315) 798-5908 Extension:
Address Line 2: 2nd floor	Fax Number: (315) 798-5909 E-Mail: mrieth@ocgov.net

PERIOD OF ACTUAL PROGRAM OPERATION	
FROM: 1/01/12	TO: 12/31/12

EXECUTIVE DIRECTOR FOR AGENCY/MUNICIPALITY		HOURS OF OPERATION	
Last Name: Mathis	First Name: David	FROM: 8:30 a.m.	TO: 4:30 p.m.
Title: Director		<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Other (Explain)	
Phone Number: (315) 798-5908	Extension:		
Fax Number: (315) 798-5909	E-Mail: dmathis@ocgov.net		

Check if: Joint Program

- Name of participating municipalities: _____
- Name of primary disbursing municipality: _____

Check if: Purchase of Service

- Agency providing service: _____
- Agency purchasing service: _____

David Mathis

EXECUTIVE DIRECTORY/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
PROGRAM BUDGET
APPENDIX B

QYDS ID:

1	5	2	8	0
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FISCAL YEAR:

2	0	1	2
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AGENCY/MUNICIPALITY: **Oneida County Workforce Development**

PROGRAM TITLE: **Jail to Community Transition**

FUND TYPE: **SDPP**

FISCAL CONTACT INFORMATION:

Include Name, Phone Number, E-mail address:

Mary Rieth, Fiscal Manager, Oneida County Workforce Development
(315) 798-5908 mrieth@ocgov.net

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Transition Coordinator	\$ 15.00	HR	\$ 4852.00	
(based on 324 hours/26 weeks)	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 4852.00	\$ 4852.00
TOTAL FRINGE BENEFITS			\$	\$ 0.00
TOTAL PERSONAL SERVICES (1)			\$	\$ 4852.00

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$	\$ 0.00
TOTAL MAINTENANCE & OPERATION (3)			\$	\$ 0.00

LIST EQUIPMENT TO BE PURCHASED OR RENTED:

(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS		
	\$	
	\$	
TOTAL FACILITY REPAIRS (4)	\$	\$ 0.00

TOTAL OCFS PROGRAM AMOUNT 4852.00 \$

+ **TOTAL OCFS FUNDS REQUESTED** \$ 4852.00

LIST OF OTHER FUNDING SOURCES		
	\$	REIMBURSABLE TOTAL
	\$	MUNICIPAL FUNDING
	\$	OTHER SOURCES

* USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.
USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

ONEIDA COUNTY WORKFORCE DEVELOPMENT

Jail to Community Transition Program

Program Narrative

2012

1. TARGET POPULATION

Incarcerated youth are regularly released from the Oneida County Jail into the community without the skills, knowledge and support to successfully access opportunities which could help to guide them in a positive direction. These youthful offenders often have low self-esteem and lack the ability to set and fulfill goals which could change their lives. In order for them to become contributors to the community, they especially need to access educational and employment training opportunities. These clients also need follow-up support to resolve family and personal issues which face them upon their release.

On average, 675 incarcerated youth per year are in need of services. Also during an average year, 120 youth are put on probation in Oneida County. At any one time, 250-300 Oneida County youth between the age of 16 and 21 are on Probation. This group of young men and women come from a variety of backgrounds and racial origins. Many are from minority groups, have used drugs, have families without good role models, or suffer other barriers. Many youth in this group would benefit from a pre-employment skills/work experience program to provide them a constructive activity. Such a program could also ensure that school age youth remain in school to complete a basic education.

Under the Jail to Community Transition Program, a Coordinator/Case Manager will provide a variety of services to program participants. Initial contact with youth entering this program will be made at the Oneida County Jail, while they are still incarcerated. Counseling will be provided on a one-to-one basis, for the most part. During the course of the 2012 year, the Coordinator/Case Manager will interview as many as 200 incarcerated youth at the Oneida County Jail. For the Jail to Community Transition Program component, the Coordinator/Case Manager will provide more intensive services for up to 25 enrollees, as follows:

- 1) Link youth men and women age 16-21 with community, educational and employment opportunities as they are being released from jail;
- 2) Work in coordination with the Probation Department to track each youthful client as they transition out into the community;
- 3) Provide life skills training, counseling, goal-setting assistance and support to individuals;
- 4) Provide counseling to support their pursuit of the positive goals which the youngsters initially set while in their school program at the jail;
- 5) Function as a youthful offender advocate to assist releases as they move through the criminal justice system and fulfill their community obligations.

It is anticipated that during the twelve-month program, 25 youth will be transitioned into the community with the goal of enrolling 12 into Workforce Investment Act (WIA) or non-WIA training programs, or into unsubsidized employment. Of the total it is expected that nineteen (19) or 75% will be males, while the remaining six (6) will be female. Based on past years programs, fifteen (15) participants or 60% will be minorities (Black or Hispanic) while the remaining ten (10) or 40% will be White.

Some of these youth may also take part in the Probation Employment Work Experience component, should it be funded. Under the Probation Employment Program, the youth are provided:

- a) Meaningful work experience
- b) Orientation to the world of work/pre-employment skills
- c) Instruction in the responsibility of holding a job
- d) An opportunity to build the youth's self-esteem
- e) Help in acquiring a good job reference and work history

Youth who exhibit both a need and a willingness to work will be served under the work experience component. Worksite wages will be paid out of New York State Office of Children and Family Services funds. If available, Workforce Investment Act (WIA) funds may also be used. These funds will be used where work sites are developed in both the public and private sectors including at community-based and not-for-profit work sites. The selection of wage source will also depend on the availability of funds for wages. Youth who are also part of the Probation Employment Program will benefit from a positive work experience in which they will be rewarded for fulfilling responsibilities.

Program youth have one or more of the following risk factors, which make program participants even more difficult to serve.

- Economically disadvantaged
- Homeless
- Single parents
- Lack GED or high school diploma
- Lack of transportation
- Extensive criminal activity

Even though the target population in this program has many risk factors, there are some strengths we hope to build on. Many of these participants are independent and are motivated by the money they earn at their work experience jobs. Some are motivated by the possibility of achieving their GED. Another major motivator is to stay out of jail.

A number of strategies exist to attract and retain program participants. We will utilize various law enforcement agencies to attract potential participants for the Jail To Community Transition Program. We have established over the years strong linkages and networking with agencies that serve our targeted population.

For those who are transitioned into the Probation Employment Program, the fact that we have paid work experience internships help retain participants. Strong case management is also a useful tool.

2. PROGRAM OUTCOMES

Specific Program Outcomes of the Jail to Community Transition Program are as follows:

- Obtain a GED or High School Diploma
- Keep youth from dropping out of school
- Help successful completers enroll in higher education
- Help successful completers to get unsubsidized employment

- Keep youth away from returning to the criminal justice system
- Link them to agencies and services for housing, etc.

Of the twenty-five (25) youth, it is expected that twenty (20) will remain out of the criminal justice system. Five (5) youth shall receive their GED or high school diploma. Five (5) youth will enter unsubsidized employment.

3. PROGRAM DESIGN

Potential program participants are sent to the Coordinator/Case Manager. Those who fit the program are provided with individualized services. Those put into the Probation Employment Program will be provided with up to 100 paid hours at a work experience site set up by the coordinator. Most offender-type programs do not include paid work experience, and are usually for adults over 21 years of age. This makes the program unique. This program has the following design:

a). To serve twenty-five (25) youth who are between the ages of 14 and 21, and who have come to the attention of the justice system and have been incarcerated at the Oneida County Jail.

b). To provide 3 hours of individualized orientation to the world of work, including pre-employment skills training, for each client. The pre-employment topics which will be covered will include:

- Making career decisions
- Using labor market information
- Preparing resumes
- Interviewing for a job
- The importance of punctuality
- Completing tasks efficiently
- Maintaining good attendance
- Demonstrating positive attitudes and good behavior
- Appropriate appearance and dress
-
- Exhibiting good interpersonal relations

c). To provide follow-up job retention counseling for each client during his/her work activity placement.

d). To assist clients with resume writing, job searches, etc.

An experienced Coordinator/Case Manager will run this program, and will work with both youth probationers and youthful offenders. He/she will spend a portion of his/her time on this program, and a portion of his/her time as the Coordinator/Case Manager for the Probation Employment Program. The Coordinator will also be assisted by Workforce Development staff, which consists of experienced job developers, case managers, counselors, and administrators.

e). Referrals will be made by the Oneida County Sheriff's Department and other agencies that serve our targeted population.

f). Following intake processing by Oneida County Workforce Development, the Coordinator will schedule and conduct an individualized orientation training session for each client.

g). The Coordinator/Case Manager will place clients at subsidized work experience job sites. Public or private sector employers who have been approached to provide well-supervised work experience sites will be screened for: 1) a caring attitude, 2) an ability to provide meaningful work experience and 3) the willingness to complete required paperwork in a timely fashion, etc.

Only youth who exhibit both a need and a willingness to work will be selected for this work experience component. Clients will work an average of 10 hours per week and be required to remain in school. If a client has already dropped out of school, he/she will be required to return to school or enroll in alternative education, GED preparation classes or a formal occupational training course.

The Coordinator/Case Manager will encourage employers to provide unsubsidized employment for successful clients when and where needed. Any problems which arise will immediately be brought to the attention of the Coordinator/Case Manager to ensure prompt "trouble shooting."

Work experience wage subsidies (at minimum wage) will be paid by either funds from NYS Office of Children and Family Services funded through the Oneida County Youth Bureau, or a matching amount of Workforce Investment Act (WIA) funds. These funds are necessary because of limited WIA youth funding, and also because of the participant eligibility limitations (income/age) of the WIA program.

Follow-up counseling will be provided on an individualized basis for each youth. It will be the responsibility of the Coordinator to ensure that the youth clients live up to their participant responsibilities and to work with their Parole or Probation Officers in this regard. This will be partially accomplished through bi-weekly visits to each client during client's work or training hours.

There will be a need for the Coordinator/Case Manager to work with the parents/families of participants to ensure their complete cooperation and support for their child's participation in the program. An unsupportive attitude on the part of adult family members can literally sabotage the child's successful participation. Both the Parole/Probation Officers and the Coordinator will be alert to this potential pitfall and seek every opportunity to avert it.

For those transferred to the Probation Employment Program, the Coordinator will make every attempt to place the trainee in a work experience job site which will be of interest to the youth. The available jobs will vary from clerical/maintenance jobs at public employers to store clerk/laborer positions at private sector employers. The individual job duties of each trainee will be delineated for the Coordinator in concert with the worksite employer.

4. MONITORING/EVALUTION

The Jail to Community Transition Program will not only be monitored by the Oneida County Youth Bureau, but also by Oneida County Workforce Development. Oneida County Workforce Development administers performance-based programs. Evaluations are made based on comparing program results against program goals. On a monthly basis, this program will be evaluated by Oneida County Workforce Development's experienced staff for continuous improvement purposes.

It will be the responsibility of the Coordinator/Case Manager to make the appropriate youth progress evaluations. Such evaluations will compare each youth's personal goals with actual results. Youth who are performing well will be supported and encouraged for their efforts.

If goals are not being met, it is the responsibility of the Coordinator to find out why, and make changes, where appropriate. For example, more individual counseling may be needed, or certain worksites or jobs may be found to be inappropriate for the youth. In particularly problematic situations, the parole officer may be called in.

On-going monitoring of sites will verify that the youth are receiving meaningful work experience. This comprehensive evaluation system will assure that the performance goals of this program are attained.

5. PERSONNEL

The Coordinator/Case Manager is an individual with experience and education in serving troubled youth. All Probation Employment Program funds are used for work experience salaries and fringe benefits. A small portion of the Coordinator's salary and fringes are paid with OCFS funds under the Jail to Community Transition Program. Approximately twenty-five percent (25%) of the Coordinator/Case Manager's time is spent on this program. Assistance in administering this program comes from various staff of Oneida County Workforce Development. The Coordinator is supervised by the Director of Oneida County Workforce Development.

6. BOARD OF DIRECTORS

The WIA program is overseen by the Workforce Investment Board (WIB) of Herkimer, Madison and Oneida Counties, Inc. It is made up of businessmen, and representatives of educational, social services, and youth agencies.

7. AGENCY MISSION AND PAST ACCOMPLISHMENTS

Oneida County Workforce Development, formerly Oneida County Employment & Training, has been in existence for more than 25 years. Previous to JTPA, it administered Manpower and CETA programs in the 70's and early 80's. From 1982 to 2000 it functioned as the administrative entity for the Oneida-Herkimer-Madison Job Training Partnership Act Consortium. It has employees all trained in various facets of employment and training services.

On July 1, 2000, JTPA was replaced by the Workforce Investment Act. Many of the services to be provided to youth under WIA are similar to JTPA. This department has many years of experience in assisting at-risk youth.

<u>CTY</u>	<u>First</u>	<u>Last</u>	<u>Title</u>	<u>Company</u>	<u>Term</u>	<u>Status</u>
M	Wilber	Allen	Director of Personnel	Oneida LTD.	2006	Private Sector
O	Elizabeth	Bowers	VP Human Resources	ConMed Corporation	2005	Private Sector
O	Michael	Calogero	Chief Operating Officer	Zogby International	2012	Private Sector
O	Delores	Caruso	CRR	NYS Department of Labor	2012	Mandated
O	Partick	Costello	Assistant Business Manager	IBEW, Local 43	2006	Mandated
O	Burt	Danovitz	Executive Director	RCIL	2006	Mandated
O	Taras	Herbowy	Executive Director	Housing & Urban Development	2011	Mandated
H	Robin	O'Brien	President	US Care Systems	2008	Private Sector
O	Shawna	Papale	Senior VP	Mohawk Valley EDGE	2009	Mandated
H	Robert	Payne Jr.	President	U.S. Materials Handling Co.	2010	Private Sector
M	Kathleen	Rinaldo	Director	BOCES Consortium of Continuing Education	2005	Mandated
O	Gary	Scalzo	President	Scalzo, Zogby & Wittig Ins. Co.	2005	Private Sector
O	Barbara	Schram	Director of Human Resources	AmeriCU Credit Union	2005	Private Sector
H	Mark	Vivaqua	District Superintendent	Herkimer County BOCES	2010	Mandated
O	Fred	Monaco	Regional Staff Director	NYSUTA	2012	Mandated
M	John	Tracy	District Office Manager	VESID	2012	Mandated
O	Amy	Turner	Executive Director	Mohawk Valley Community Action, Inc.	2012	Mandated
H	James	Wallace	Administrator	Herkimer County	2012	Mandated
H	Mark	Feane	Economic Development	Herkimer County	2012	Mandated
H	Angela	Ramp	Branch Manager	Adecco USA	2012	Mandated
O	Philip	Williams	President	Utica School of Commerce	2012	Mandated
M	Dean	Moore	Human Resource Director	Marquardt Switches	2012	Mandated
O	Randall	VanWagoneer	President	Mohawk Valley Community College	2012	Mandated
EX-OFFICIO Members						
M	Michael	Fitzgerald	Commissioner	Madison County Dept. of Social Services		Ex-Officio
H	Ervin	Fuller	Commissioner	Herkimer County Dept. of Social Services		Ex-Officio
O	Lucille	Soldato	Commissioner	Oneida County Dept. of Social Services		Ex-Officio
H	Raymond	Smith	Chair	Herkimer County Board of Legislators		Ex-Officio
M	John	Becker	Chair	Madison County Board of Supervisors		Ex-Officio
O	Anthony	Picente	County Executive	Oneida County		Ex-Officio
O	David	Mathis				
H	Karin	Zipko				
M	Lorraine	Schmidtko				

W

Distribution List Name: Youth Council

Members:

Bill Bryant	bbryant@uticamha.org
dmathis@ocgov.net	dmathis@ocgov.net
ggiacovelli@herkimercounty.org	ggiacovelli@herkimercounty.org
Jacklin Starks (jstarks@moboces.org)	jstarks@moboces.org
jmarkley@oneida-boces.org	jmarkley@oneida-boces.org
joanne.eddy@co.madison.ny.us	joanne.eddy@co.madison.ny.us
Karin Zipko (kzipko@herkimercounty.org)	kzipko@herkimercounty.org
Katey Cordary	katey.cordary@co.madison.ny.us
Kathleen Rinaldo	krinaldo@bcce.moric.org
Latonya Hawkins	lhawkins04@gmail.com
lorraine.schmidtka@co.madison.ny.us	lorraine.schmidtka@co.madison.ny.us
Mary Annette Danella	mdanella@oneida-boces.org
Mitch Geddes	mitchgeddes.WIB@gmail.com
mkline@herkimer-BOCES.org	mkline@herkimer-BOCES.org
mwerenczak@herkimercounty.org	mwerenczak@herkimercounty.org
Nancy Gaston	nancyg1964@msn.com
Nicole Davis	ndavis.wib@gmail.com
Raymond Arcuri	raymondarcuri@yahoo.com
Robert Roth	rroth@ocgov.net
Sarah Bogar	sarahbogar7@aol.com
Sue Carlson	Scarlson@oneida-boces.org
Tanya Davis	tdavis@working-solutions.org
Tom Reichel	treichel@co.madison.ny.us
Tracy Sommer	tsommer@rcil.com
wallen@oneida.com	wallen@oneida.com

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

FN 20 12-337

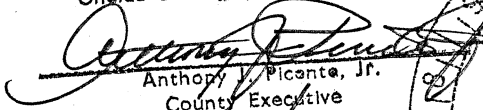
HEALTH & HUMAN SERVICES

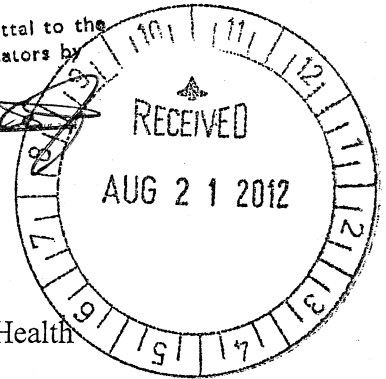
August 15, 2012

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

WAYS & MEANS

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


Anthony J. Picente, Jr.
County Executive
Date 8/11/12



Dear Mr. Picente:

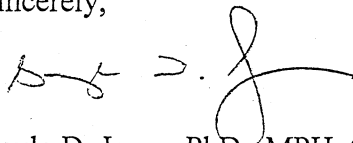
Attached are three (3) copies of an agreement between Oneida County through its Health Department and The Neighborhood Center, Inc.

The purpose of this agreement is to provide home visitation services to disadvantaged families in the lead high risk targeted neighborhoods and requires a qualified individual to provide effective and efficient administrative assistance and data management to supports its lead primary prevention program staff and office operations. The term of this agreement shall become effective on October 1, 2012 and remain in effect through September 30, 2015. Reimbursement is 100% grant funded in the amount of \$46,219 per contract year.

This is a program not mandated by Public Health Law.

If this agreement meets with your approval, please forward to the Board of Legislators.

Sincerely,



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

attachments
ry

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health – Lead Program

NAME AND ADDRESS OF VENDOR: The Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

VENDOR CONTACT PERSON: Cathe Bullwinkle, RN, BSN Lead Coordinator

SUMMARY OF STATEMENTS: The Neighborhood Center, Inc. offers home visitation program services to disadvantaged families in the lead high risk targeted neighborhoods and requires a qualified individual to provide effective and efficient administrative assistance and data management to support its lead primary prevention program staff and office operations.

PREVIOUS CONTRACT YEAR: October 1, 2009 through September 30, 2012
TOTAL: \$37,183 per contract year

THIS CONTRACT YEAR: October 1, 2012 through September 30, 2015
TOTAL: \$46,219 per contract year

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

FUNDING SOURCE: A3415 100% grant funded

Less Revenues: _____ -0-

State Funds: _____ \$ *

County Dollars – Previous Contract - 0 -

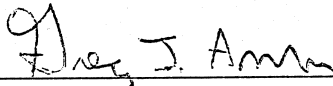
County Dollars – This Contract - 0 -

* Funded through the New York State Department of Health Lead Primary Prevention Grant

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

DATE: July 27, 2012

Contract Reviewed By: _____


Gregory J. Amorosa, Esq.
County Attorney

Date: _____

7/30/12

Contract between Oneida County through its Health Department and The Neighborhood Center, Inc.

THIS AGREEMENT by and between Oneida County, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its Health Department located at 185 Genesee Street, Utica, New York, hereinafter referred to as "Agency", and The Neighborhood Center, Inc., located at 293 Genesee Street, Utica, New York, 13501, hereinafter referred to as the "Contractor".

WHEREAS, the Agency has been awarded a grant from the New York State Department of Health for the implementation of a lead primary prevention program and;

WHEREAS, The Neighborhood Center, Inc. offers home visitation program services for socio-economically disadvantaged families in the lead high risk targeted neighborhoods, and;

WHEREAS the outcomes expected from the implementation of the Lead Primary Prevention Program include the reduction of childhood lead poisoning rates; the reduction of health, social and economic disparities resulting from lead poisoning; the increase in lead safe housing units, and

WHEREAS, the Contractor has experience, expertise and capacity to provide home visitation and data management services to support programs assisting families for the realization of reductions in childhood lead poisoning levels; and

WHEREAS, the Agency requires a qualified individual to provide effective and efficient administrative assistance and data management to support its lead primary prevention program staff and office operations; and

WHEREAS, the Agency desires to enter into an arrangement with the Contractor to provide services in order to effectively implement the goals and objectives of the aforementioned grant.

NOW THEREFORE, the parties hereto intended to be legally bound and hereby agree as follows:

1. **TERM:**
 - a. This agreement shall be effective October 1, 2012 and remain in effect until September 30, 2015 unless earlier terminated as provided hereafter.
2. **SCOPE OF SERVICES:**
 - a. The Contractor agrees to follow the guidelines and rules dictated by the New York State Department of Health's Lead Primary Prevention grant for the funding of this primary prevention initiative.
 - b. The Contractor shall maintain an Administrative Assistant/Data Manager per Appendix A who is qualified to provide comprehensive support for home visitation services and office operations up to the stated grant amount. Hours worked per week are permitted some flexibility as long as they remain within

grant dollar limits to accommodate peak workflow weeks and as pre-approved by the Lead Primary Prevention Project Manager.

- i. All Contractors' staff that is associated with the program is to be recommended for hire by the Agency's Lead Poisoning Prevention Program's internal interview committee.
- ii. Contractor agrees to provide training and general supervision of its employees as defined in Appendix A.
- iii. Contractor agrees to maintain an employee record for each contractual employee indicating the employee is in good health, and capable of performing administrative/data manager type work. Administrative Assistant/Data manager work may include, but is not limited to: scheduling of clients, employees and other services, telephone triage, clerical duties related to lead primary prevention deliverables which may vary from year to year, maintenance and filing of client and other records, data input and managing of data input reports, data input on Quality Management Tracking Tool to support program management, telephone contact with contractual service providers, property owners, tenants and clients, participation in health fairs or seminars to support lead primary prevention activities, development of materials, preparation of aggregate statistics for inclusion in reports, and any other duties as assigned by the Lead Primary Prevention Project Manager. Data input into State Lead database may be included as well as checking blood lead levels in LEADWEB. Duties may also include occasional travel to pick up or deliver supplies on behalf of the program which would be reimbursed at the Federal mileage rate separately to the contractual employee by voucher with prior approval of the Lead Primary Prevention Project Manager.

c. The Agency shall provide:

- i. Direct onsite supervision of the Contractor's employees at its 185 Genesee Street, Utica, NY office by the Lead Primary Prevention Project Manager or his/her designee and
 - a. sufficient office space at 185 Genesee Street office to accommodate the Administrative Assistant/Data Manager employee;
 - b. supplies including access to a telephone and computer, desk, chair, and office supplies necessary to create a functional office work space;
 - c. Lead Primary Prevention related training costs including mileage, tolls, meals, hotel, training registration fees for the Administrative Assistant/Data Management employee to attend trainings if required by the grant activities and as pre-approved by the Lead Primary Prevention Project Manager.
 - d. Orientation to the lead primary prevention program.
 - e. Review of Lead Primary Prevention Database entries and ongoing client record review.

3. **FEE:**

- a. The Contractor shall not exceed validated expenditures for implementation of the Administrative/Data Management portion of the Lead Primary Prevention Program as defined in the budget, which will be appended hereto and made a part hereof as Appendix A, for an amount not to exceed \$46,219.00 per contract year, under the terms of this agreement.
- b. Requests for rate increases or changes to Appendix A in subsequent grant years must be received by the Lead Program Coordinator in writing at least one hundred and twenty (120) days prior to the beginning of the new grant year that begins each October 1st and must be approved by the Agency and the New York State Department of Health.

4. **PAYMENT:**

- a. The Agency shall reimburse the Contractor for qualified claims within 30 days of receipt of the duly executed County voucher and receipt of all required reports and documentation.

5. **SPECIAL FISCAL REQUIREMENTS:**

- a. The Contractor agrees to maintain funds sufficient to pay the payroll obligations for its personnel working in the Lead Primary Prevention Program and supported by grant funds.
 - i. The Contractor shall notify the Agency at least twenty-four (24) hours in advance if the Contractor is unable to meet its payroll or mileage obligation to its Lead Primary Prevention Program Administrative Assistant/Data Manager employee. Such notification shall be made to both the Agency's Fiscal Services Administrator (or equivalent) and the Lead Primary Prevention Project Manager.
- b. The Agency retains the right to perform fiscal audits of the Contractor's Lead Primary Prevention activities without prior notice to the Contractor during regular business hours.

6. **REPORTS:**

- a. The Contractor shall have daily activity records completed by all employees supported by Lead Primary Prevention Program funds.
- b. The Contractor shall submit a copy of the activity records to the Agency on a monthly basis along with its voucher, reflecting activities for the previous month.
- c. The Contractor shall complete and submit to the Agency any and all reports and documentation required by the Agency related to this grant (14) days prior to the Agency due date to the State.
- d. In order for the Agency to reimburse the Contractor for services rendered by the Contractor under the term of this agreement, the Contractor agrees to:
 - i. Abide by any relevant New York State Department of Health laws or regulations related to the Lead Primary Prevention Program;
 - ii. Abide by the "Certificate Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements", which is attached hereto and made a part hereof as Appendix B.

7. INSURANCE:

- a. The Contractor shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County named as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

8. INDEMNIFICATION:

- a. The County shall not be liable for any claim of negligence asserted against the Contractor, and the Contractor shall hold the County and Agency 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 County and Agency.

9. EXCLUSIVITY:

- a. The Agency retains the right to reassign clients to other contractors or its own employees.
- b. The Agency retains the right to contract with other independent contractors for such services which are the same as or similar to those provided by the Contractor, or to provide such services to its clients 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 clients of the County.

10. CONTRACTOR STATUS:

- a. It is intended by both the Contractor and the Health Department 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 County. 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 Agency 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 Agency harmless from all loss or liability incurred by the Agency as a result of the Agency not making such payments or withholdings.
- c. The Contractor understands, and represents to the County, 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 Health Department 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 Relations, 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.

11. SUBCONTRACT:

- a. The Contractor may not assign the Contractor's rights or 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 Agency.

12. PERFORMANCE MONITORING:

- a. The Agency shall monitor the performance of services by the Contractor to ensure that the Agency is receiving the provision of services to designated clients.
- b. The Agency shall monitor services to ensure they are consistent with laws, rules, and regulations of the New York State Department of Health.
- c. Agency will provide a mandatory annual update through its Learning Management System which contractors working on this grant are required to complete.

13. TERMINATION:

- a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the Contractor defaults in the performance of any of the Contractor's obligation under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the Contractor.
- b. Upon notice of termination the Contractor shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.

14. AUDIT:

- a. As the value of agreed and/or reasonable value of the services performed by Contractor hereunder reach 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.

15. 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.

16. PROPERTY:

- a. The Contractor agrees that all equipment, furniture, supplies or other property purchased by the Agency including telephone, cell phones, digital cameras, and computer tablets remain the property of the Agency and/or the Lead Primary Prevention Program.

17. RENEWAL:

- a. This Agreement shall be reviewed prior to termination and shall remain in force during the review and re-negotiation.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

BY: _____ DATE: _____

Anthony J. Picente, Jr.
Oneida County Executive

Neighborhood Center, Inc.

BY: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

APPROVED AS TO FORM ONLY

BY: _____

Brian M. Miga
Assistant County Attorney

The Neighborhood Center, Inc.
Oneida County Health Department

RDP#2012-094

APPENDIX A

Administrative Assistant/Data Manager for Lead Primary Prevention Program

Personnel Services:

Dorsey, Andrea 34,561
\$16.62/hour - 80 hours Bi-Weekly
100% allocation to program

VanNortwick, Patrice (Program Supervisor) 613
\$2,357.75/Bi-Weekly
1% allocation to program

Total 35,174

Fringe Benefits @ 20% 7,035

Total Personnel Services 42,209

OTPS:
A & OH @ 9.5% 4,010

Total OTPS 4,010

Total Proposed RFP Budget 46,219

APPENDIX B

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.

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, any officer or employee of Congress, or an employee of a Member of Congress in connection with 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 1111 "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 agreement and sub-contracts) and that all sub-recipients shall certify and disclose accordingly.

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, Section 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 judgement 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 commissions 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.

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 application that it 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, 12440. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is 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.

4. 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, N.Y., 12240. Notice shall include the identification number(s) of each affected grant.

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

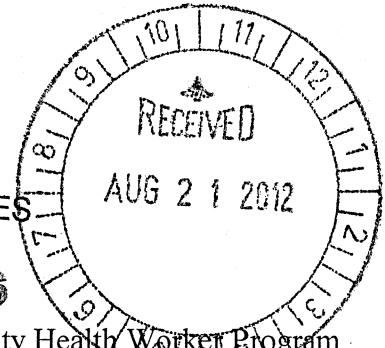
August 2, 2012

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

FN 20 12-338

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

Re: Extension for Community Health Worker Program
C-021373 July 1, 2012 through December 31, 2012

Attached are five (5) copies of an extension grant for the Community Health Worker Program between Oneida County through its Health Department and The Oneida County Health Department.

The Community Health Worker Program is a free, voluntary program and provides services for low income, pregnant women to enroll early in continuous and comprehensive prenatal care to include enrollment in Medicaid and WIC, for those eligible. Women of child-bearing age will be educated about dental health on pregnancy. Pregnant and postpartum women will be screened for depression and educated on the need for current immunization for infants and children. Families will receive education on lead poisoning prevention and children will be assisted and referred for screening. Families will be informed of HIV risk factors to include the availability of HIV counseling and testing as well as risk factors associated with prenatal substance use, including tobacco and alcohol use. Families will also be educated about domestic violence and women of child-bearing age will be informed about effective family planning methods and educated about benefits of breastfeeding. All families will receive education on milestones of infant and early childhood development. All Community Health Worker Program staff has completed required CORE training and coordinators will attend annual coordinator's training to include Continuing Education and Mentoring.

The term of the extension is for the period of July 1, 2012 through December 31, 2012 in the amount of \$99,657. This will result in new amended contract of \$1,326,055 from July 1, 2006 through December 31, 2012. This is not a program mandated by Public Health Law.

The extension is being submitted for approval and signature after the commencement date is due to the late receipt of the extension by New York State Department of Health.

If this extension meets with your approval, please forward to the Board of Legislators.

Sincerely,

Patrice Bergeron for

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.
Anthony J. Picente, Jr.
County Executive
Date 8/16/12

attachments
ry

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness C-021373

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Division of Family Health, Fiscal Unit
Corning Tower, Room 878
Empire State Plaza
Albany, New York 12237-0657

VENDOR CONTACT PERSON: Amy B. Hauptli, Health Program Administrator

SUMMARY STATEMENTS: The Community Health Worker Program (CHWP) is a free, voluntary program and provides services for low income, pregnant women to enroll early in continuous and comprehensive prenatal care including enrollment in Medicaid and WIC, for those eligible. Women of child-bearing age will be educated about the impact of dental health on pregnancy. All pregnant and postpartum women will be screened for depression using an approved screening tool. Parents will enroll their infants and children in timely and continuous primary and preventive health care, including enrollment in Medicaid, Child Health Plus, and WIC, for those eligible. Parents will be educated about the need for current immunization and will be assisted to obtain up-to-date immunization for infants and children. Families will receive education on lead poisoning prevention and children will be assisted and referred for screening. Families will be informed of HIV risk factors, measures to prevent transmission, availability of HIV counseling and testing. Families will be aware of the risk factors associated with prenatal substance use, including tobacco and alcohol use. Families will be educated about domestic violence and women of child-bearing age will be informed about effective family planning methods and educated about benefits of breastfeeding. All families will receive education on milestones of infant and early childhood development. All CHWP staff has completed required CORE CHWP training and coordinators will attend annual coordinator's training to include Continuing Education and Mentoring.

PREVIOUS CONTRACT YEAR: July 1, 2011 through June 30, 2012

TOTAL: \$199,314

THIS CONTRACT YEAR: July 1, 2012 through December 31, 2012

TOTAL: \$99,657

 NEW RENEWAL AMENDMENT X EXTENSION

FUNDING SOURCE: A3419 Grant Award \$99,657
State Funds \$99,657
County Dollars – Previous Grant \$ 0
County Dollars – This Grant \$ 0

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health
DATE: August 2, 2012

Signature Page for:

Contract Number: C-021373

Contractor: Oneida Co. Health Department

Amendment Number: X-8.

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. Picante, Jr.

*Approved as to Form Only
County Attorney*

Title: Oneida County Executive

*By: _____
Gregory J. Amoroso, Esq.
County Attorney*

STATE OF NEW YORK)
) SS:
County of _____)

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: Bradley Hutton

Title: Director, Center for Community Health

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

APPENDIX X

Contract Number: C-021373

Contractor: Oneida County Health Department

Amendment Number: X-8.

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 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 (Rev 11/10) with the attached appendix(es) A (Revised 12/11)
- Adds the attached appendix(es) B-7, D-7
- Other: (describe) Extends the contract term six months to now end on December 31, 2012

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:

\$1,226,398 From 7 / 1 / 2006 to 6 / 30 / 2012.
 (Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$99,657 From 7 / 1 / 2012 to 12 / 31 / 2012.

This will result in new contract terms of:

\$1,326,055 From 7 / 1 / 2006 to 12 / 31 / 2012.
 (All years thus far combined) (Initial start date) (Amendment end date)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7

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.

COMMUNITY HEALTH WORKER PROGRAM
PROGRAM STANDARDS 2011-2012

- These standards have been established to give projects an objective measure to assess their achievements relative to the objectives of the Community Health Worker Program. The numerical standard that has been established is based on the average achievement level for upstate and downstate programs, and where pertinent, the HP 2010 target is referenced as the overall goal to achieve.

CHWP Objective

Program Standard

Caseload	<u>75%</u> pregnant/postpartum <u>25 cases/CHW</u> (average 40 – 50 cases/CHW/year depending on turnover)
First trimester entry prenatal care	<u>80%</u> (HP2010 target <u>90%</u>)
Prenatal appointments attended	<u>90%</u>
Pregnant women enrolled in Medicaid	<u>90%</u>
Pregnant women enrolled in WIC	<u>90%</u>
Pregnant women completed dental referrals	<u>50%</u>
Perinatal completed referrals for depression counseling	<u>80%</u>
Low Birth Weight	<u>5%</u> (HP 2010 target)
Breastfeed at hospital discharge	<u>75%</u> (HP 2010 target)
Breastfeed at 6 weeks	<u>65%</u> (HP 2010 target)
Breastfeed at 6 months	<u>50%</u> (HP 2010 target)
Postpartum visit within 8 weeks	<u>85%</u>
Family planning services received within 8 weeks	<u>85%</u> (HP 2010 target <u>90%</u>)
First newborn visit within 4 weeks	<u>90%</u>
Newborn enrolled in Medicaid	<u>95%</u>
Children enrolled in Medicaid	<u>90%</u>
Newborns enrolled in WIC	<u>95%</u>
Children enrolled in WIC	<u>90%</u>
Children assisted to primary care	<u>90%</u> (HP 2010 target <u>96%</u>)
Children assisted with Child Health Plus	<u>75%</u>
Children up-to-date immunizations, age 2 years	<u>90%</u>
Children lead assessments/screening, age 2 years	<u>75%</u>
ASQ screening of infants	<u>90%</u>
Completed EI referrals for at risk infants and children	<u>90%</u>

Contractor: Oneida County Health Department
 Contract No.: CO21373

APPENDIX B-6
 TABLE A - SUMMARY BUDGET - CHWP
 OPERATING BUDGET AND FUNDING REQUEST
 July 1, 2012 - December 31, 2012

	Total Expense	Amount Requested From NYS	Other Source	Specify Other Source
Personal Services				
Total Personal Service and Fringe	\$95,884	\$91,099	\$4,785	In-Kind
Nonpersonal Services				
Supplies and Materials	\$358	\$358	\$0	
Travel Expenses	\$5,200	\$5,200	\$0	
Audit	\$150	\$0	\$150	In-Kind
Cell Phones	\$500	\$500	\$0	
Desk Phones	\$750	\$0	\$750	In-Kind
Space	\$1,500	\$0	\$1,500	In-Kind
Training	\$500	\$0	\$500	In-Kind (Insurance reimbursement)
Interpreters	\$2,500	\$2,500	\$0	
Subtotal Nonpersonal Services	\$11,458	\$8,558	\$2,900	
GRAND TOTAL	\$107,342	\$99,657	\$7,685	

Federal Funds are being used to support this contract. Catalog of Federal Domestic Assistance (CFDA) numbers are: Medicaid Match 93.778 50%

CHWP WORKPLAN
July 1, 2012 – December 31, 2012

GOAL 1: LOW INCOME, PREGNANT WOMEN WILL ENROLL EARLY IN CONTINUOUS AND COMPREHENSIVE PRENATAL CARE THROUGH ASSISTANCE IN OVERCOMING BARRIERS TO ACCESSING ACCEPTABLE SERVICES, INCLUDING ENROLLMENT IN MEDICAID AND WIC, FOR THOSE ELIGIBLE.

OBJECTIVES

ACTIVITIES

OUTCOMES

- | | | |
|---|---|---|
| <p>1. Total # <u>100</u> enrolled for CHWP case management</p> <p>a. # <u>75</u> pregnant – case managed</p> <p>b. # <u>25</u> parenting – case managed</p> | <p>Outreach activities will continue to focus on enrolling women of the inner cities of Rome and Utica, NY in prenatal care. Collaboration with the local high school, alternative education high school, OB providers, and local MCH programs will continue. While services are provided to the entire county, priority is given to disparity areas to include Utica, Rome, Waterville, New York Mills, Camden, and Blossvale.</p> <p>The CHWP will focus on prenatal referrals and advocate for pregnant women not enrolled in PNC during the first trimester. Transportation will be addressed as a provision through the CHWP as well as other avenues to ensure transportation. Effective outreach efforts will be utilized to identify and assist women not enrolled in PNC within the first trimester. Collaborative relationships with rural high schools, homeless shelters, and other local community organizations that engage the population will be improved. The local high school teen pregnancy support group will also continue.</p> | <p>% pregnant</p> <p>% parenting</p> |
| <p>2. a) Women initiating prenatal care in the first trimester will increase from 83% to 90%.</p> | <p>The CHWP will focus on prenatal referrals and advocate for pregnant women not enrolled in PNC during the first trimester. Transportation will be addressed as a provision through the CHWP as well as other avenues to ensure transportation. Effective outreach efforts will be utilized to identify and assist women not enrolled in PNC within the first trimester. Collaborative relationships with rural high schools, homeless shelters, and other local community organizations that engage the population will be improved. The local high school teen pregnancy support group will also continue.</p> | <p>% first trimester PNC</p> <p>% late/no PNC</p> |
| <p>b) Pregnant women enrolled in prenatal care with CHW assistance 100%</p> | <p>The local high school teen pregnancy support group will also continue.</p> | <p>% enrolled in PNC with CHW assistance</p> |
| <p>3. Women initiating prenatal care within one month of entry to CHWP will increase from 85% to 92%</p> | <p>Advocacy and assistance will be provided to secure an appointment with an OB provider. Transportation issues as well as child care issues will be addressed as needed. The need for additional community resources will be addressed through referrals.</p> | <p>% PNC within one month</p> |
| <p>4. Attend prenatal care appointments will increase from 95% to 100%</p> | <p>Barriers to attending PNC appointments will be discussed with each client. Potential resolutions will be provided and CHWs will assist in utilizing resolutions. Referrals will be</p> | <p>% PNC appointments attended</p> |

**CHWP WORKPLAN
July 1, 2012 – December 31, 2012**

provided as needed. Clients will be provided calendars to assist with planning and maintaining care for themselves and their child/ren.

(GOAL 1, continued)

OBJECTIVES

5. Total eligible pregnant women enrolled in Medicaid will be at least **100%**
6. Total eligible pregnant women enrolled in WIC will be at least **100%**
7. LBW infants (less than 2500 grams) born to CHWP women will be reduced from **13.2%** to **10%**
8. Postpartum women who complete a postpartum visit within eight weeks of birth will increase from **98.4%** to **100%**

ACTIVITIES

CHWs will ensure that the client and their family has active Medicaid. Barriers expressed by the client in receiving Medicaid will be discussed and addressed as appropriate. The importance of recertification within a timely manner to prevent a service lapse will be emphasized.

Benefits of nutrition education through WIC participation will be discussed and clients will be encouraged to enroll. Transportation to WIC sites will be provided until other arrangements can be made. Referrals to EAT SMART NY will be provided as appropriate.

LBW infants born to mothers with known risk factors will be maintained in a database in order to assist the mother with avoiding these behaviors. Nutritional and behavioral assessments will be done on pregnant women to identify risks as well. Issues such as poor nutrition, dental care, and transportation will be addressed through managed care providers. A nutritionist will be available through OCHD to provide home visits as needed. CHWs will assist clients with transportation and appointments. Clients will receive ongoing education regarding risks, behaviors, and health outcomes associated with LBW infants. Postpartum care will be discussed with all clients especially the teen population. Reinforcement will be given prior to EDD. CHWs will attempt a visit within 10 days of delivery to assist clients with appointments. Childcare, transportation, and car seat safety will also be discussed prior to delivery. Education will focus on the importance of ongoing GYN care.

OUTCOMES

_____ % total enrolled in Medicaid

_____ % total enrolled in WIC

_____ % LBW

_____ % postpartum visits within 8 weeks

CHWP WORKPLAN
July 1, 2012 – December 31, 2012

GOAL 2: WOMEN OF CHILD-BEARING AGE WILL BE EDUCATED ABOUT THE IMPACT OF DENTAL HEALTH ON PREGNANCY, THE NEED FOR DENTAL SERVICES BEFORE AND DURING PREGNANCY, AND WILL BE REFERRED FOR AT LEAST ONE DENTAL SCREENING DURING PREGNANCY.

OBJECTIVES

1. Pregnant women will be educated about the effects of dental health on the health of the fetus, the need for dental services before and during pregnancy, and made aware of community resources for dental services.

ACTIVITIES

All clients will receive education regarding the importance of dental hygiene as it relates to health outcomes for themselves and the baby. Issues that are presented as barriers to receiving dental care will be addressed and assistance provided in obtaining dental care. Clients will be provided a list of providers and assisted with transportation as needed.

OUTCOMES

_____ % educated

2. Completed referrals for dental screening services will increase from 87% to 92%

CHWs will work with local and managed care providers to assist clients with securing a dental appointment. Transportation and child care issues will be addressed and assistance provided as needed in order to ensure clients are able to attend scheduled appointments. Ongoing dental care will be encouraged for the entire family. Clients will receive education on the importance of regular dental care.

_____ % completed referrals

GOAL 3: ALL PREGNANT AND POSTPARTUM WOMEN WILL BE SCREENED FOR DEPRESSION USING THE AN APPROVED SCREENING TOOL.

OBJECTIVES

- 1.a) All pregnant women will be screened for depression using an approved screening tool.

ACTIVITIES

Undiagnosed depression contributes to unhealthy outcomes for the individual as well as their family members. The CHWP will continue to use the Edinburgh Scale for women to assess feelings and behaviors. The results allow CHWs to identify and discuss issues and/or concerns related to

OUTCOMES

_____ % pregnant women screened for depression

**CHWP WORKPLAN
July 1, 2012 – December 31, 2012**

- b) All postpartum women will be screened for depression using an approved screening tool. _____% postpartum women screened for depression
- 2.a) At risk pregnant women will be referred for further assessment. _____% completed referrals of pregnant women
- b) At risk postpartum women will be referred for further assessment. _____% completed referrals of postpartum women

Referrals will be made for women identified with needing mental health services. CHWs will advocate with local managed care providers for timely appointments, assist clients with transportation and childcare, collaborate with PCPs, assist with obtaining medication and follow up. Clients will receive support to continue complying with ongoing mental health services. Education provided will stress the importance of medication usage as needed, consistent care, therapy, and the impact of mental health on relationships. OCHD and CHWP policy emphasize the need to contact 911 as well as OCHD if a client's behavior is erratic for further guidance.

GOAL 4: PARENTS WILL ENROLL THEIR INFANTS AND CHILDREN IN TIMELY AND CONTINUOUS PRIMARY AND PREVENTIVE HEALTH CARE THROUGH ASSISTANCE IN OVERCOMING BARRIERS TO ACCEPTABLE SERVICES, INCLUDING ENROLLMENT IN MEDICAID, CHILD HEALTH PLUS, AND WIC, FOR THOSE ELIGIBLE.

OBJECTIVES

1. Newborns who complete the first newborn visit within four weeks of birth will increase from **98.6%** to **100%**.

ACTIVITIES

Education will be provided regarding the importance of choosing a physician for themselves and their children and maintaining routine physician visits. Prior to delivery, CHWs will ensure a physician has been selected and within 10 days of delivery ensure that an appointment has been made. Assistance with transportation and childcare will be addressed as needed. Clients will be provided with a calendar to maintain appointments.

OUTCOMES

_____ % newborn visits within 4 weeks

CHWP WORKPLAN
July 1, 2012 – December 31, 2012

- 2. Children not enrolled in primary care at CHWP entry who complete enrollment in a medical home will increase from **93%** to **97%**.

The importance of enrolling in and utilizing primary care services will be addressed with clients. For clients with children not having a PCP, the CHW will assist with obtaining this service. For clients with managed care, clients will be assisted with choosing a provider. The proper use of urgent care and emergency room facilities will be explained.

_____ % completed enrollments after CHWP entry

- 3. a) Total eligible newborns enrolled in Medicaid will be at least **100%**
- b) Total eligible children enrolled in Medicaid will be at least **100%**

CHWs will assist clients with obtaining Medicaid by ensuring that they have proper documentation. CHWs will provide follow up, assist with challenges, and encourage clients to maintain a relationship with DSS by keeping information current. The importance of recertification will be stressed in order to prevent delays in services.

_____ % total newborns enrolled in Medicaid
_____ % total children enrolled in Medicaid

- 4. Eligible children for whom enrollment in Child Health Plus is completed will increase from **100%** to **100%**.

Assistance will be provided to families not eligible for Medicaid to apply for FHP and CHP. Clients will be provided with information about the benefits of the program and location of enrollment sites. CHWs will advise clients of documentation needed to apply.

_____ % enrolled in Child Health Plus

(GOAL 4, continued)

OBJECTIVES

- 5. a) Total eligible newborns enrolled in WIC will be at least **99%**
- b) Total eligible children enrolled in WIC will be at least **96%**

ACTIVITIES

Clients will receive education regarding good nutrition, the benefits of WIC services, and encouraged to apply. CHWs will ensure that an appointment has been made after the birth of the baby. Site locations, documentation needed, and how to make appointments will be provided. CHWs will explain the importance of timely appointments, keeping appointments, and educate regarding the importance of nutrition for themselves and their child/ren. CHWs will follow up regarding WIC appointments and address any issues as necessary.

OUTCOMES

_____ % total eligible newborns enrolled in WIC
_____ % total eligible children enrolled in WIC

CHWP WORKPLAN
July 1, 2012 – December 31, 2012

GOAL 5: PARENTS WILL BE EDUCATED ABOUT THE NEED FOR CURRENT IMMUNIZATIONS AND WILL BE ASSISTED TO OBTAIN UP-TO-DATE IMMUNIZATIONS FOR THEIR INFANTS AND CHILDREN.

OBJECTIVES

- 1. a) Total infants who are up-to-date with immunization will increase from **85% to 90%**
- b) Total children who complete immunizations will increase from **100% to 100%**.

ACTIVITIES

Clients will be educated on the importance of maintaining the health of their infant through the use of immunizations. Information regarding the side effects of immunizations, current immunization updates, and childhood disease will be discussed with clients. Clients will be encouraged to have routine well checks for their children and keep track of immunization information. Clients will be provided with blank records to keep track of child's immunizations.

OUTCOMES

_____ % of infants current with immunizations
_____ % of children current with immunizations

GOAL 6: FAMILIES WILL RECEIVE EDUCATION ON LEAD POISONING PREVENTION AND CHILDREN WILL BE ASSISTED AND REFERRED FOR SCREENING.

OBJECTIVES

- 1. All homes will be assessed for risks of childhood and prenatal lead exposure and appropriate referrals made.
- 2. All families with children under 6 years of age will receive education about risks and prevention of lead poisoning.

ACTIVITIES

Client homes will be assessed for environmental hazards to include lead exposure. The Home Safety Check list will be used to identify hazard areas. Areas identified as hazards will be referred to the appropriate organizations. The Environmental Health Dept will provide education to the community and landlords on lead exposure and poisoning. This information will be provided to all clients as well. Clients with small children will be educated on lead exposure and lead poisoning sources. Information will be provided on the impact of cleaning, hygiene, and nutrition on health outcomes as they pertain to the reduction of lead poisoning and exposure. Clients needing additional resources

OUTCOMES

**CHWP WORKPLAN
July 1, 2012 – December 31, 2012**

will be referred to the OCHD Lead Poisoning Prevention Program.
Clients will be informed of the importance of lead testing for their children. CHWs will reinforce education and testing for clients and their children especially if residing in high lead areas. Issue will be emphasized for pregnant clients.

- 3. a) Infants up-to-date with lead screening will increase from **50%** to **65%**. _____% infants lead screened
- b) Children up-to-date with lead screening will increase from **86%** to **92%**. _____% children lead screened

GOAL 7: FAMILIES WILL BE INFORMED OF HIV RISK FACTORS, MEASURES TO PREVENT TRANSMISSION, AVAILABILITY OF HIV COUNSELING AND TESTING, AND WILL BE ASSISTED TO RECEIVE HIV TESTING AND OTHER RELATED SERVICES.

OBJECTIVES

- 1. All women of child bearing age will be educated about risks, prevention measures and community resources. Information regarding HIV education, prevention, and transmission is made available through a number of avenues to include teen support group, health fairs, and other community events. Clients are educated regarding the importance of safe sex behavior. Referral information is available for clients who inquire or are considered high risk. Clients are provided with packets that contain information on HIV transmission, safe sex, antiviral therapy, and the impact on unborn babies during the initial visit. Clients are encouraged to get tested as well as discuss any concerns with their partners. Additional community resources are available as necessary. _____% educated
- 2. All pregnant women will know about the effectiveness of antiretroviral therapy in preventing perinatal transmission and will discuss HIV C & T with their prenatal provider. _____% pregnant women receiving specific referrals

ACTIVITIES

OUTCOMES

GOAL 8: FAMILIES WILL BE AWARE OF THE RISK FACTORS ASSOCIATED WITH PRENATAL SUBSTANCE USE, INCLUDING TOBACCO AND ALCOHOL USE, AND INDIVIDUALS AFFECTED BY OR AT RISK FOR SUBSTANCE ABUSE WILL BE REFERRED TO APPROPRIATE SERVICES.

CHWP WORKPLAN
July 1, 2012 – December 31, 2012

OBJECTIVES

1. Pregnant women and other family members will be educated about the effects of substance use, including impact of alcohol and smoking on the health of the fetus.

ACTIVITIES

Clients will be informed about the impact of alcohol and tobacco on the health of their baby. Information regarding community resources and support will be provided to clients. CHWs will be available to assist clients as needed for cessation of either of these behaviors.

OUTCOMES

2. Clients will be screened and made aware of community resources

Clients will be educated on the impact of substance abuse on their health and the health of the baby. Community resources will be provided.

ACTIVITIES

OUTCOMES

- (GOAL 8, continued)
OBJECTIVES
3. Completed referrals for substance abuse services will increase from **0% to 5%.**

The cessation of any high risk behavior will be encouraged. Clients will be offered referrals and encouraged to follow through. Collaboration will occur with JCTOD and Insight House for referral assistance. _____% completed referrals

GOAL 9: FAMILIES WILL BE EDUCATED ABOUT DOMESTIC VIOLENCE AND THOSE NEEDING ASSISTANCE WILL BE HELPED TO ACCESS APPROPRIATE SERVICES.

OBJECTIVES

1. Pregnant women and other family members will be educated about domestic violence.
2. Clients will be screened and made aware of community resources.

ACTIVITIES

OUTCOMES

Culturally sensitive materials will be used to educate clients on the cycle of violence and the impact it has on health. CHWs will take necessary precautions with suspected victims of domestic violence to ensure the client's safety.

Clients will be screened for any signs of emotional or physical abuse. CHWs will provide support for any identified client and encourage the use of resources as well

CHWP WORKPLAN
July 1, 2012 – December 31, 2012

3. Completed referrals for domestic violence services will increase from **100% to 100%** _____% completed referrals
- assist with identifying other plans that could be utilized for safety.
- Clients will be assisted with referrals, transportation, and accompanied as necessary to a safe house program. Collaboration will continue between the CHW, DSS, law enforcement, and the YWCA to provide safe housing.

GOAL 10: WOMEN OF CHILD-BEARING AGE WILL BE INFORMED ABOUT EFFECTIVE FAMILY PLANNING METHODS AND WILL BE ASSISTED TO RECEIVE TIMELY AND APPROPRIATE SERVICES, INCLUDING ENROLLMENT IN THE FAMILY PLANNING BENEFIT PROGRAM OR OTHER PUBLIC INSURANCE PROGRAMS FOR WHICH THEY ARE ELIGIBLE.

OBJECTIVES

ACTIVITIES

OUTCOMES

1. Family planning education will start in the third trimester for pregnant women and be reinforced early postpartum. All women of child-bearing age will receive current information about effective family planning methods consistent with their culture and lifestyle.
- Clients will be provided information on child spacing and family planning services during the admission phase. Additional information will include Medicaid services and benefits. CHWs will work with Planned Parenthood in order to provide current information on family planning.
2. Completed referrals for family planning services will increase from **98% to 100%** _____% completed referrals
- Discussion of family planning will continue throughout pregnancy and postpartum as needed. CHWs will assist clients with completing a reproductive life plan. Clients who choose a family planning method will be strongly encouraged to use consistently. CHW will make a home visit within 2 weeks postpartum to assist with follow up appointments as needed.
3. Completed referrals to Family Health Plus, FPEP or FPBP for postpartum women who will lose Medicaid eligibility will increase from **100% to 100%** _____% completed referrals to FHP, FPEP or FPBP
- Medicaid eligibility will be reviewed prior to delivery. A referral to FHP will be given if ineligible for Medicaid. Clients will be directed to Planned Parenthood for the application process. CHW will maintain involvement as needed to assist with any issues.

CHWP WORKPLAN

July 1, 2012 – December 31, 2012

GOAL 11: ALL CHILDBEARING WOMEN WILL BE EDUCATED ABOUT THE BENEFITS OF BREASTFEEDING, SUCCESSFUL TECHNIQUES AND AVAILABLE SUPPORT SERVICES AND WILL RECEIVE INDIVIDUAL SUPPORT WHEN NEEDED.

OBJECTIVES

1. Postpartum women who breast-feed at time of hospital discharge will increase from **45%** to **55%**.
2. Postpartum women who breast-feed for at least six weeks will increase from **44%** to **50%**.
3. Postpartum women who breast-feed for at least six months will increase from **29%** to **35%**.

ACTIVITIES

Clients will be encouraged to breastfeed. Information about WIC services, benefits of breastfeeding, and support will be provided. The CHWP has a certified lactation counselor available as needed for support and education. Clients will be encouraged to maintain breastfeeding at least six weeks or longer through support, education, and planning. Challenges that reduce the ability to breastfeed will be discussed and addressed as appropriate. The CHWP will continue to review and search for viable solutions that have been successful for other organizations which could potentially assist clients with continuing to breastfeed. Clients will be encouraged to maintain breastfeeding at least six months or as long as possible through support, education, and planning. Challenges that reduce the ability to breastfeed will be discussed and addressed as appropriate. The CHWP will continue to review and search for viable solutions that have been successful for other organizations which could potentially assist clients with continuing to breastfeed.

OUTCOMES

- _____ % breastfed at hospital discharge
- _____ % breastfed for at least six weeks
- _____ % breastfed for at least six months

CHWP WORKPLAN

July 1, 2012 – December 31, 2012

GOAL 12: ALL FAMILIES WILL RECEIVE EDUCATION ON MILESTONES OF INFANT AND EARLY CHILDHOOD DEVELOPMENT AND INFANTS AND CHILDREN WILL BE SCREENED USING THE ASQ AT 4, 8, 12, 24 AND 36 MONTHS.

OBJECTIVES

ACTIVITIES

OUTCOMES

- 1. a) All infants will receive ASQ screenings at 4, 8, 12, 24 and 36 mos. CHWs will discuss infant development and ASQs with clients during the last trimester and postpartum. The importance of screenings will be stressed especially at the fourth month stage. If there are concerns and parental permission is given, EI will be notified. _____ % ASQ completed for infants
- b) All other siblings in the family under 5 years old will receive at least 1 ASQ screening at the appropriate interval. _____ % ASQ completed for other siblings
- 2. At risk infants and children will be referred to a local early intervention program for further assessment. CHWs will refer as appropriate any at risk infants and children based on ASQ outcomes. _____ % EI Referrals

GOAL 13: ALL CHWP STAFF HAVE COMPLETED REQUIRED CORE CHWP TRAINING: PART I, PART II AND PART III AND RECEIVE OTHER CONTINUING EDUCATION AND MENTORING TO SUPPORT THEIR ROLE. ALL CHWP COORDINATORS WILL ATTEND ANNUAL COORDINATOR'S TRAINING AND WILL RECEIVE OTHER CONTINUING EDUCATION AND MENTORING TO SUPPORT THEIR ROLE.

OBJECTIVES

ACTIVITIES

OUTCOMES

- 1. **PART I** - Program Coordinators will be familiar with PART I of Core Training, Implementation and Management of a CHWP and ensure all CHWs are orientated to the job. The new Coordinator will receive training in the Fall. At this time, OCHD does not have any new CHWs. All staff are currently trained. Training review and reinforcement will remain an educational component through monthly meetings with staff. _____ # staff completed PART I
- 2.a) **PART II** - Program Coordinators will be familiar with PART II Core Training and ensure all CHWs complete PART II of Core Training, Preparing the CHWs to Serve the Target Population. Currently, all CHWs have received training. CHWs also receive training through OCHD as it relates to updates that impact their clients. _____ # staff completed PART II
- b) Program Coordinators will provide _____ # staff completed ongoing

CHWP WORKPLAN
July 1, 2012 – December 31, 2012

ongoing training/in-service education on appropriate topics.

training /in-service

3. **PART III** - All new CHWs and Program Coordinators will successfully complete PART III of Core Training, Case Finding and Case Management.

The new Coordinator will attend all required training as available.

_____ # staff completed PART III

4. Program Coordinator will attend annual Coordinator's training, and ongoing training/in-service education on appropriate topics.

The new Coordinator will complete all required trainings as made available. The coordinator will continue to review of charts and manage case discussion. Importance of appropriate case management and education will be stressed with staff during staff meetings as well as individual case discussions.

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



July 30, 2012

FN 20 12-334

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 an Agreement between Rome City School District 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 not exceed \$50,000.00 July 1, 2012 through June 30, 2015 school year.

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

Sincerely,

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

Anthony J. Picente, Jr.
County Executive

Date 8/7/12

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: Rome City School District
409 Bell Road, Rome, New York 13440

VENDOR CONTACT PERSON: Nancy Kristl 315-338-6507

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 – 7 (Coordination – 0; Occupational Therapy – 0; Physical Therapy – 2; Speech Therapy – 5) Clients

2011 RELATED SERVICES CONTRACT YEAR TOTAL: \$ 6,615.00

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

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

 NEW X RENEWAL AMENDMENT

FUNDING SOURCE: Contract Amount: \$45.00 per half hour session and is not 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 **Rome City School District, 409 Bell Road, Rome, New York 13440**, 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 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 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 waste 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.

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 \$25.00 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

Rome City School District

BY: Aun Bush/Director

DATE: 7-1-12

Approved as to Form ONLY

ONEIDA COUNTY ATTORNEY

BY: Brian Miga, Esq.

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

ATTACHMENTS

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

ATTACHMENT A

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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,

Rome CSD - Forever Growing Prog.
(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: _____

Ann Bush

Address: _____

409 Bell Rd

City: _____

Rome

State: _____

NY

Zip: _____

13440

Telephone: _____

315-334-1250

Date Signed: _____

7-1-12

ATTACHMENT B-2

STATEMENT OF REASSIGNMENT

Rome CSD - Forever Growing Prog
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)

7-1-12
(Date)

Aimee Bush
(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	

STAC-1 PRESCHOOL

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

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

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

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

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

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

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

7. Placement Type Check One

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

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

Total Cost of Transportation

\$ _____

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

Signature: _____

ATTACHMENT E

PRESCHOOL RELATED SERVICE PROGRESS NOTES

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

School District _____ Agency Name _____

OT PT ST SEIT Frequency per IEP _____

Therapist (Print) _____ NPI # _____

UDO (Print) _____ NPI # _____

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

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

ATTACHMENT E

PRESCHOOL RELATED SERVICE PROGRESS NOTES

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

School District _____ Agency Name _____

OT PT ST SEIT Frequency per IEP _____

Therapist (Print) _____ NPI# _____

UDO (Print) _____ NPI# _____

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

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

ATTACHMENT G

PROCEDURES FOR PRESCHOOL RELATED SERVICE CLAIMS

Each claim must include the following:

A. ONEIDA COUNTY CLAIM VOUCHER

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

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

Agency Providers must submit a separate invoice for each discipline and coordination service seen within the month. All Providers must include: Month and Year of service; Type of Service; Whether Group or Individual Sessions; Total number of sessions @ .5 Hr, Rate per Session and Total Claim on invoice. Refer to sample copy. **Attachment H Oneida County Claim Voucher**.

B. STUDENT LISTING

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

C. PRESCHOOL RELATED SERVICE NOTES

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

D. PRESCHOOL COORDINATION SHEET

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

E. PARENT/GUARDIAN SIGNATURE SHEET

This form must be attached to all direct related service claims. The parent, guardian or daycare supervisor if service 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

**VOUCHER
COUNTY OF ONEIDA
800 PARK AVENUE
UTICA NY 13501**

Code #	Account	P.O. #	Amount

Date of Payment

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

DEFINITIONS

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

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

DOCUMENTATION OF REGRESSION/RECOUPMENT TIME

A. Considerations in determining substantial Regression and Recoupment Time.

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

B. Documenting Regression/Recoupment Time.

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

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

Student: _____ D.O.B. _____

District: _____

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

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

Form Completed by: _____

Title: _____

Date: _____

SEPARATE FORM TO BE SUBMITTED FOR EACH DISCIPLINE.

EACH INDIVIDUAL MAY USE AS MANY FORMS AS NEEDED.

TYPES OF PROGRAMS/SERVICES TO CONSIDER FOR JULY/AUGUST

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

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

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

Student: _____ D.O.B. _____

District: _____

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

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

Form Completed By: _____

Title: _____

Date: _____

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

RECOMMENDATIONS FOR PROFESSIONAL PRACTICE

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

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

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

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

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

C. Municipality Representatives – The municipality representatives responsibilities include:

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

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

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

E. Parents – The parents of preschoolers responsibilities include:

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

ONEIDA COUNTY PUBLIC HEALTH
EDUCATION AND TRANSPORTATION OF HANDICAPPED CHILDREN'S PROGRAM
185 GENESEE STREET 5th Floor
UTICA NEW YORK 13501

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

COORDINATION OF RELATED SERVICES RECORD

CHILD'S NAME _____ SERVICE MONTH & YEAR _____

SCHOOL DISTRICT _____

COORDINATOR OF RELATED SERVICES AND TITLE _____

AGENCY NAME (IF APPLICABLE) _____

RELATED SERVICES:

TYPE _____ # _____ x/wk _____ PROVIDER _____

TYPE _____ # _____ x/wk _____ PROVIDER _____

TYPE _____ # _____ x/wk _____ PROVIDER _____

(Please circle the date or dates of coordination)

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

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

NOTES:

THERAPIST SIGNATURE & TITLE

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

NOTES:

THERAPIST SIGNATURE & TITLE

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

NOTES:

THERAPIST SIGNATURE & TITLE

SELECTION & RESPONSIBILITIES OF THE COORDINATOR OF RELATED SERVICES

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

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

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

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

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

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

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

ATTACHMENT K

**PARENTAL CONSENT FOR RELEASE OF EDUCATIONAL INFORMATION FOR
MEDICAID FUNDING**

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

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

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

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

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

Parent/Guardian Signature: _____ Date: _____

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

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

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

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

AGENCY ADDRESS AREA:

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

APPLICANT INFORMATION**APPLICANT/HOUSEHOLD MEMBER AREA:**

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

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

ADDRESS AREA:

The information required varies depending on the particular category:

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

SIGNATURE AREA:

Signatures required depend upon the particular category:

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

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

MAIL YOUR COMPLETED LDSS-3370 FORM TO:

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

TO ORDER A SUPPLY OF LDSS-3370 FORMS:

Please access the (OCFS-4627) Request for Forms and Publications, from the Intranet: <http://ocfs.state.nyenet/admin/forms/SCR/>
Internet: <http://www.ocfs.state.ny.us/main/forms/cps/> and mail the completed OCFS-4627 Request for Forms and Publications, to:
THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12144.

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

SCR USE ONLY
REQUEST ID: _____

ALL INFORMATION MUST BE COMPLETE. PLEASE PRINT OR TYPE

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

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

APPLICANT/HOUSEHOLD MEMBER AREA *PLEASE TYPE OR PRINT CLEARLY

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

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

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

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

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

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

EIGHTEEN YEARS OLD OR OVER:

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

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

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

AGENCY LIAISON INSTRUCTIONS

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

AGENCY CODE

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

DAYCARE PROVIDERS

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

RESOURCE I.D. (RID)

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

CLEARANCE CATEGORIES

Record the appropriate category.

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

AGENCY LIAISON

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

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

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

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

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

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

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

N.B.: a separate check must accompany each form.

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

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

MAIL YOUR COMPLETED LDSS-3370 FORM TO:

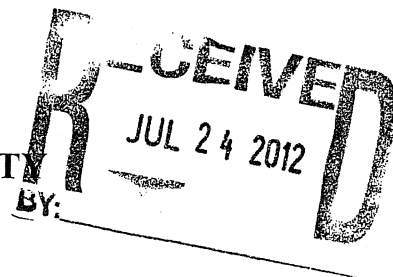
**STATEWIDE CENTRAL REGISTER
P.O. BOX 4480, Attention: Service Center Unit
ALBANY, N.Y. 12204-0480**

TO ORDER A SUPPLY OF LDSS-3370 FORMS:

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

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

CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY



I, Heather Kirk, CCC-SLP, NYS Licensed and Registered
Speech-Language Pathologist, with current license number 009173-1 and NPI number 1316172974

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

Name of Therapist

<u>Patricia Bremer</u>

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

daily weekly meetings - therapeut

review reports, progress notes, IEP's

Heather Kirk CCCSLP
Signature of Licensed Speech/Language Pathologist

7/1/12
Date

ATTACHMENT N-1

**CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY**

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

Name of Therapist

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

Signature of Licensed Physical Therapist

Date

ATTACHMENT N-2

**CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY**

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

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

Name of Therapist

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

Signature of Licensed Occupational Therapist

Date

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

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

August 2, 2012

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

FN 20 12 - 340



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 an Agreement between Upstate Cerebral Palsy and the Oneida County Health Department, Education/Transportation of Handicapped Children Program for the reimbursement of related services for the period July 1, 2012 through June 30, 2015.

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

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

Sincerely,

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

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

GDJ/bc
Enclosures

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

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

Date 8/14/12

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: United Cerebral Palsy & Handicapped Persons
Association of the Utica Area, Inc.
d/b/a Upstate Cerebral Palsy
1020 Mary Street, Utica, New York 13501

VENDOR CONTACT PERSON: Jody Kehl, Finance Director 724-6907 ext. 2246

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 – 140 (Coordination – 21; Occupational Therapy – 31; Physical Therapy – 15; Speech Therapy – 73) Clients

2011 RELATED SERVICES CONTRACT YEAR TOTAL: \$ 236,010.00

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

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

_____NEW X RENEWAL _____AMENDMENT

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

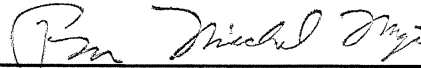
Less Revenues: _____

State Funds _____ 59.5% of Total Dollars__

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

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

Approved as to Form by County Attorney:



Brian Miga, Esq.

SIGNATURE: Barbara Pellegrino, Director Special Children Services

ONEIDA COUNTY PRESCHOOL RELATED SERVICE CONTRACT

This Contract, by and between the COUNTY OF ONEIDA, a municipal corporation of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, acting through its Department of Health, Education/Transportation of Handicapped Children Program, located at 185 Genesee Street, Utica, New York 13501, hereinafter collectively referred to as Municipality, and ~~United Cerebral Palsy & Handicapped Persons Association of the Utica Area, Inc., d/b/a~~ **Upstate Cerebral Palsy, 1020 Mary Street, Utica, New York 13501**, 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 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 waste 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.

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:

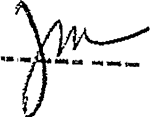
- a Obtain from the CPSE Chairperson a current copy of the IEP prior to start of service which will follow BOE approval date. This is applicable to any later program changes on IEP as well. The Contractor shall deliver services as specified on the IEP as to areas of remediation, frequency and duration 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

OGDEN UT 84201-0046

In reply refer to: 0423291513
Apr. 18, 2012 LTR 252C 0
15-0543657 000000 00
00005993
BODC: TE

UPSTATE CEREBRAL PALSY INC
1020 MARY ST
UTICA NY 13501-1930

RECEIVED
APR 16 2012

BY: 



9596

Taxpayer Identification Number: 15-0543657

Dear Taxpayer:

Thank you for the inquiry dated Feb. 24, 2012.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you need forms, schedules, or publications, you may get them by visiting the IRS website at www.irs.gov or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

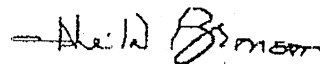
If you have any questions, please call us toll free at 1-877-829-5500.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number () _____ Hours _____

Sincerely yours,



Sheila Bronson
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter

FILING RECEIPT

=====

ENTITY NAME: UPSTATE CEREBRAL PALSY, INC

DOCUMENT TYPE: AMENDMENT (DOMESTIC NFP) COUNTY: ONEI
PURPOSES PROCESS NAME PROVISIONS RESTATED

=====

FILED: 07/01/2011 DURATION: ***** CASH#: 110701000393 FILM #: 110701000353

FILER:

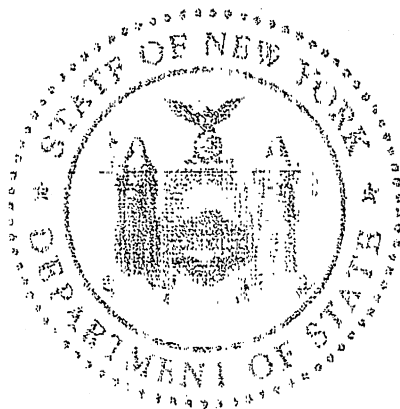
HARRIS BEACH PLLC
99 GARNSEY ROAD

PITTSFORD, NY 14534

ADDRESS FOR PROCESS:

THE CORPORATION
1020 MARY STREET
UTICA, NY 13501

REGISTERED AGENT:



=====

SERVICE COMPANY: LIBERTY CORPORATE SERVICES, INC - AL

SERVICE CODE: AL

FEEES 65 00

FILING 30 00
TAX 0 00
CERT 0 00
COPIES 10 00
HANDLING 25 00

PAYMENTS 65 00

CASH 0 00
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DOS-1025 (04/2007)



**STATE OF NEW YORK
OFFICE OF MENTAL HEALTH
ALBANY, NEW YORK**

KNOW ALL PERSONS BY THESE PRESENTS;

Pursuant to the provisions of Section 31.22 of the Mental Hygiene Law and subdivision (q) of Section 404 of the Not-For Profit Corporation Law, approval is hereby given to the filing of the annexed Certificate of Incorporation of

United Cerebral Palsy and Handicapped Persons Association of the Utica Area, Inc.

to change the corporation's name to

Upstate Cerebral Palsy, Inc.

This approval shall not be construed as an authorization for the corporation to engage in any activity for which the provisions of Article 31 of the Mental Hygiene Law requires an Operating Certificate issued by the Office of Mental Health unless said corporation has been issued such Operating Certificate; nor shall it be construed to eliminate the need for the said corporation to meet any and all of the requirements and conditions precedent set forth in Article 31 of such law and the regulations promulgated there under for the issuance of said Operating Certificate.

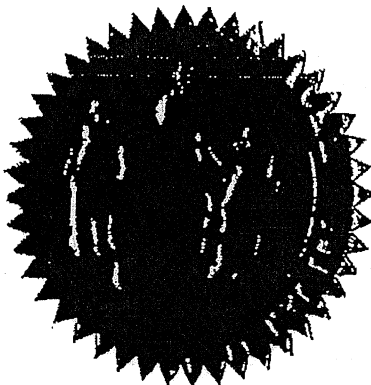
IN WITNESS WHEREOF this instrument is executed and the Seal of the Department of Mental Hygiene is affixed this 2nd day of November 2010:

**Michael F. Hogan, Ph.D. Commissioner
NYS Office of Mental Health**

By:

A handwritten signature in black ink that reads "Michael W. Holley".

**Michael W. Holley, Acting Director
Bureau of Inspection and Certification**



- 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

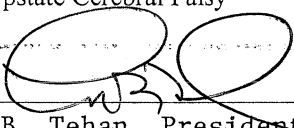
BY: _____

Anthony J. Picente Jr.
Oneida County Executive

DATE: _____

APPROVED CONTRACTOR

~~United Cerebral Palsy & Handicapped Persons Association of the Utica Area, Inc.~~
~~474 Upstate Cerebral Palsy~~

BY:  _____
Louis B. Tehan, President & CEO

DATE: 5/1/12

Approved as to Form ONLY

ONEIDA COUNTY ATTORNEY

BY: _____
Brian Miga, Esq.

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

ATTACHMENTS

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

ATTACHMENT A

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Upstate Cerebral Palsy, Inc

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Louis B. Tehan, President & CEO

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

5/1/12

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,

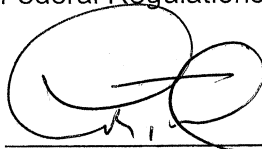
Upstate Cerebral Palsy, Inc

(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: _____



Louis B. Tehan, President & CEO

Address: 1020 Mary Street

City: Utica

State: NY

Zip: 13501

Telephone: (315) 724-6907

Date Signed: 5/1/12

ATTACHMENT B-2

STATEMENT OF REASSIGNMENT

Upstate Cerebral Palsy, Inc

Name of the Outside Contracted Provider

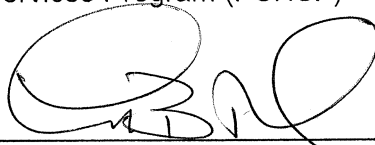
By this reassignment, the above-named outside contracted provider of services agrees:

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)

5/1/12

(Date)



(Outside Contract Service Provider's Signature)

Louis B. Tehan, President & CEO

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	

STAC-1 PRESCHOOL

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 Alaskan Nat. Asian or Pac. Island. Black Hispanic White

7. Placement Type Check One

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

Special Class _____ Related Services only _____

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

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

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

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

9. Service Provider for Center Base or SEIT.

10. Name of Program.

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

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

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

Signature: _____

ATTACHMENT E

PRESCHOOL RELATED SERVICE PROGRESS NOTES

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

School District _____ Agency Name _____

OT PT ST SEIT Frequency per IEP _____

Therapist (Print) _____ NPI # _____

UDO (Print) _____ NPI # _____

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

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

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

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

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

ATTACHMENT E

PRESCHOOL RELATED SERVICE PROGRESS NOTES

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

School District _____ Agency Name _____

OT PT ST SEIT Frequency per IEP _____

Therapist (Print) _____ NPI # _____

UDO (Print) _____ NPI # _____

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

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

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

Therapist Signature & Title _____ Date _____

UDO Signature & Title _____ Date _____

ATTACHMENT G

PROCEDURES FOR PRESCHOOL RELATED SERVICE CLAIMS

Each claim must include the following:

A. ONEIDA COUNTY CLAIM VOUCHER

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

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

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

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

B. STUDENT LISTING

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

C. PRESCHOOL RELATED SERVICE NOTES

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

D. PRESCHOOL COORDINATION SHEET

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

E. PARENT/GUARDIAN SIGNATURE SHEET

This form must be attached to all direct related service claims. The parent, guardian or daycare supervisor if service 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.

**ONEIDA COUNTY
HEALTH DEPARTMENT**

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

ATTACHMENT I

MEMORANDUM

TO: Oneida County Related Service Providers
FROM: 12-Month Programming Committee for Preschoolers (3-5)

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

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

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

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

NYS Part 200 Regulations, Sect.200.16

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

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

DEFINITIONS

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

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

DOCUMENTATION OF REGRESSION/RECOUPMENT TIME

A. Considerations in determining substantial Regression and Recoupment Time.

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

B. Documenting Regression/Recoupment Time.

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

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

Student: _____ D.O.B. _____

District: _____

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

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

Form Completed by: _____

Title: _____

Date: _____

SEPARATE FORM TO BE SUBMITTED FOR EACH DISCIPLINE.

EACH INDIVIDUAL MAY USE AS MANY FORMS AS NEEDED.

TYPES OF PROGRAMS/SERVICES TO CONSIDER FOR JULY/AUGUST

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

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

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

Student: _____ D.O.B. _____

District: _____

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

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

Form Completed By: _____

Title: _____

Date: _____

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

RECOMMENDATIONS FOR PROFESSIONAL PRACTICE

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

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

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

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

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

C. Municipality Representatives – The municipality representatives responsibilities Include:

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

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

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

E. Parents – The parents of preschoolers responsibilities include:

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

**ONEIDA COUNTY PUBLIC HEALTH
EDUCATION AND TRANSPORTATION OF HANDICAPPED CHILDREN'S PROGRAM**
185 GENESEE STREET 5th Floor
UTICA NEW YORK 13501
PHONE 315-798-5223 FAX 315-798-6441

COORDINATION OF RELATED SERVICES RECORD

CHILD'S NAME _____ SERVICE MONTH & YEAR _____

SCHOOL DISTRICT _____

COORDINATOR OF RELATED SERVICES AND TITLE _____

AGENCY NAME (IF APPLICABLE) _____

RELATED SERVICES:

TYPE _____ # _____ x/wk _____ PROVIDER _____

TYPE _____ # _____ x/wk _____ PROVIDER _____

TYPE _____ # _____ x/wk _____ PROVIDER _____

(Please circle the date or dates of coordination)

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

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

NOTES:

THERAPIST SIGNATURE & TITLE

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

NOTES:

THERAPIST SIGNATURE & TITLE

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

NOTES:

THERAPIST SIGNATURE & TITLE

SELECTION & RESPONSIBILITIES OF THE COORDINATOR OF RELATED SERVICES

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

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

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

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

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

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

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

ATTACHMENT K

PARENTAL CONSENT FOR RELEASE OF EDUCATIONAL INFORMATION FOR
MEDICAID FUNDING

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

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

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

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

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

Parent/Guardian Signature: _____ Date: _____

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

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

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

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

AGENCY ADDRESS AREA:

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

APPLICANT INFORMATION**APPLICANT/HOUSEHOLD MEMBER AREA:**

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

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

ADDRESS AREA:

The information required varies depending on the particular category:

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

SIGNATURE AREA:

Signatures required depend upon the particular category:

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

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

MAIL YOUR COMPLETED LDSS-3370 FORM TO:

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

TO ORDER A SUPPLY OF LDSS-3370 FORMS:

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

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

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

Agency Use Only

SCR USE ONLY
REQUEST ID: _____

ALL INFORMATION MUST BE COMPLETE. PLEASE PRINT OR TYPE

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

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

APPLICANT/HOUSEHOLD MEMBER AREA

***PLEASE TYPE OR PRINT CLEARLY**

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

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

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

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

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

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

EIGHTEEN YEARS OLD OR OVER:

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

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

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

AGENCY LIAISON INSTRUCTIONS

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

AGENCY CODE

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

DAYCARE PROVIDERS

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

RESOURCE I.D. (RID)

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

CLEARANCE CATEGORIES

Record the appropriate category.

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

AGENCY LIAISON

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

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

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

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

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

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

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

N.B.: a separate check must accompany each form.

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

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

MAIL YOUR COMPLETED LDSS-3370 FORM TO:

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

TO ORDER A SUPPLY OF LDSS-3370 FORMS:

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

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

ATTACHMENT N

**CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY**

I, Jennifer D. Richard, CCC-SLP, NYS Licensed and Registered
Speech-Language Pathologist, with current license number 00841 and NPI number 1275719841

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

Name of Therapist

<u>Roseanne Tangorra</u>

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

Direct supervision, mostly review of notes and
report writing and daily availability for on-site
consultation.

Jennifer D. Richard MScCCSLP
Signature of Licensed Speech/Language Pathologist

05/07/2012
Date

**CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY**

I, Kathleen Arcene, CCC-SLP, NYS Licensed and Registered
Speech-Language Pathologist, with current license number # 005189 and NPI number 186-140-2661

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

Name of Therapist

<u>Cheyl Lo Conti</u>

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

Direct supervision, monthly review of notes and
report writing and daily availability for on-site
consultation

Kathleen Arcene
Signature of Licensed Speech/Language Pathologist

5/8/2012
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” (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

**4410 RELATED SERVICE INFORMATION SHEET
AGENCY**

Name of Provider: Upstate Cerebral Palsy, Inc.

Address 1020 Mary Street

City, State, Zip Utica, NY 13501

Telephone: (315) 724-6907

FAX #: (315) 733-0791

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 Heather Arcuri, Dir Early Childhood Services Phone # (315) 797-4080 ext 230

Address Corasanti's Children's Center FAX # (315) 797-7249
Utica, NY 13501

Contact Person responsible for billing, receiving STAC1 notices and informing services liaison that therapists can begin delivering services.

Name/Title Jody Kehl, Finance Director Phone # (315) 724-6907 ext 2243

Provider's Federal ID Number:
15-0543657

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: _____

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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Psychologist (licensed psychologist)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Play Therapy/Orientation & Mobility Specialist	<input checked="" type="checkbox"/>	<input checked="" 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 _____

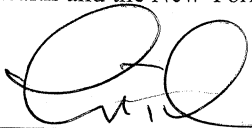
Insurance Certificate _____ Update Due: 2/11/13
(\$1 million/\$3 million)

Medicaid Release Form _____ (Form Attached to Contract)

Solid Waste Hauler Name _____ (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 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.



Signature of person signing this Agreement
Louis B. Tehan, President & CEO

5/1/12

Date

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PATRICE A. BOGAN, MS, FNP
INTERIM DIRECTOR OF HEALTH

ADMINISTRATION

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

August 27, 2012

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

FN 20 12-341

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County through its Health Department and The Neighborhood Center, Inc.

The Neighborhood Center, Inc. offers a home visitation program service for socio-economically disadvantaged families in the lead high risk targeted neighborhoods. Outcomes expected from the implementation of the Lead Primary Prevention Program include the reduction of childhood lead poisoning rates, the reduction of health, social and economic disparities resulting from lead poisoning, the increase in lead safe housing units, sampling technician, inspection and data management services to support the lead primary prevention program staff and office operations.

The term of this agreement shall become effective on October 1, 2012 and remain in effect through September 30, 2015 with reimbursement in the amount of \$40,425 per contract year. This agreement is 100% grant funded.

This is not a program mandated by Public Health Law.

If this agreement meets with your approval, please forward to the Board of Legislators.

Sincerely,

Patrice A. Bogan, MS, FNP

Patrice A. Bogan, MS, FNP
Interim Director of Health

attachments
ry

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

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 9/5/12

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health

NAME AND ADDRESS OF VENDOR: Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

VENDOR CONTACT PERSON: Catherine Bullwinkle, RN, BSN Lead Coordinator

SUMMARY STATEMENTS: The Neighborhood Center, Inc., offers a home visitation program services for socio-economically disadvantaged families in the lead high risk targeted neighborhoods. Outcomes expected from the implementation of the Lead Primary Prevention Program include the reduction of childhood lead poisoning rates, the reduction of health, social and economic disparities resulting from lead poisoning, the increase in lead safe housing units.

PREVIOUS CONTRACT YEAR: May 1, 2010 through September 30, 2012

TOTAL: \$33,100 per contract year from May 1, 2010 through September 30, 2012

THIS CONTRACT YEAR: October 1, 2012 through September 30, 2015

TOTAL: \$40,425 per contract year from October 1, 2012 through September 30, 2015

 NEW X RENEWAL AMENDMENT

FUNDING SOURCE: Grant A4062.495 100% grant funded

Less Revenues:

State Funds: \$40,425 per contract years – October 1, 2012 through September 30, 2015

County Dollars – Previous Contract

County Dollars – This Contract

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES

DATE: July 25, 2012

Contract Reviewed By: _____

Gregory J. Amoroso, Esq., County Attorney

Date: _____

8/1/12

Contract between Oneida County through its Health Department and The Neighborhood Center, Inc.

THIS AGREEMENT by and between Oneida County, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its Health Department located at 185 Genesee Street, Utica, New York, hereinafter referred to as "Agency", and The Neighborhood Center, Inc., located at 293 Genesee Street, Utica, New York, 13501, hereinafter referred to as the "Contractor".

WHEREAS, the Agency has been awarded a grant from the New York State Department of Health for the implementation of a lead primary prevention program and;

WHEREAS, The Neighborhood Center, Inc. offers home visitation program services for socio-economically disadvantaged families in the lead high risk targeted neighborhoods, and;

WHEREAS the outcomes expected from the implementation of the Lead Primary Prevention Program include the reduction of childhood lead poisoning rates; the reduction of health, social and economic disparities resulting from lead poisoning; the increase in lead safe housing units, and

WHEREAS, the Contractor has experience, expertise and capacity to provide home visitation, sampling technician, inspection, and data management services to support programs assisting families for the realization of reductions in childhood lead poisoning levels; and

WHEREAS, the Agency requires a qualified individual to provide effective and efficient sampling, home visitation, inspection, and data management to support its lead primary prevention program staff and office operations; and

WHEREAS, the Agency desires to enter into an arrangement with the Contractor to provide services in order to effectively implement the goals and objectives of the aforementioned grant.

NOW THEREFORE, the parties hereto intended to be legally bound and hereby agree as follows:

1. TERM:

- a. This agreement shall be effective October 1, 2012 and remain in effect until September 30, 2015 unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Contractor agrees to follow the guidelines and rules dictated by the New York State Department of Health's Lead Primary Prevention grant for the funding of this primary prevention initiative.
- b. The Contractor shall maintain a Sampling Technician/Data Manager/Inspection Worker as per Appendix A who is qualified to provide comprehensive support for home visitation and inspection/sampling services and office operations up to the stated grant amount. Hours worked per week

are normally 35 hours, 8:30 AM to 4:30 PM with an hour lunch break and 8:30 AM to 4:00 PM with a ½ hour lunch break from Memorial Day to Labor Day, but are permitted some time flexibility as long as they remain within grant dollar limits to accommodate deliverables and as pre-approved by the Lead Primary Prevention Project Manager.

- i. All Contractors' staff that is associated with the program is to be recommended for hire by the Agency's Lead Poisoning Prevention Program's internal interview committee.
- ii. Contractor agrees to provide training and general supervision of its employees.
- iii. Contractor agrees to maintain an employee record for each contractual employee indicating the employee is in good health, and capable of performing sampling technician /home visitation/inspection/data manager type work. Position requires excellent telephone and computer skills with solid working knowledge of Microsoft Word, Excel and ACCESS as well as ability to work in a fast paced environment that requires ability to multi-task and the ability to retain and disseminate a vast amount of technical information to the public and others.
- iv. Sampling Technician/Home visitation/Inspection/Data manager work may include, but is not limited to: scheduling of clients, and services, HEPA vacuum scheduling and tracking of HEPA vacuum use and supplies, providing training to property owners on proper use of HEPA vacuum, telephone triage as assigned, clerical duties related to lead primary prevention deliverables which may vary from year to year, maintenance and filing of client and other records, tenant education on lead poisoning prevention, visual inspection of units and dust sampling, working with owners to complete work plans, re-inspection and sampling of units, data input and managing of data input reports related to Lead Primary Prevention home visits in the NYS Department of Health Lead Primary Prevention database, data input on Quality Management Tracking Tool to support program management, telephone contact with contractual service providers, property owners, tenants and clients, participation in health fairs or seminars to support lead primary prevention activities, development of materials, preparation of aggregate statistics for inclusion in reports or any other duties as assigned by the Lead Primary Prevention Project manager. Data input into State Lead database may be included as well as checking blood lead levels in LEADWEB. Duties may also include travel to pick up or deliver supplies or HEPA vacuums on behalf of the program. Mileage for these types of activities is included in the Appendix A section.

- c. The Agency shall provide:
 - i. Direct onsite supervision of the Contractor's employees at its 185 Genesee Street, Utica, NY office by the Lead Primary Prevention Project Manager and
 - a. sufficient office space at 185 Genesee Street office to accommodate the Sampling Technician/Data Manager/Inspection Worker employee;
 - b. supplies including access to a telephone and computer, desk, chair, cell phone, and office supplies necessary to create a functional office work space;
 - c. Lead Primary Prevention related training costs including mileage, tolls, meals, hotel, training registration fees for the Sampling Technician/Data Management/Inspection Worker employee to attend trainings if required by the grant activities and as pre-approved by the Lead Primary Prevention Project Manager.
 - d. Orientation to the lead primary prevention program.
 - e. Review of Lead Primary Prevention Database entries and ongoing client record review.

3. FEE:

- a. The Contractor shall not exceed validated expenditures for implementation of the Sampling Technician/Data Manager/Inspection Worker portion of the Lead Primary Prevention Program as defined in the budget, which will be appended hereto and made a part hereof as Appendix A, for an amount not to exceed \$40,425.00 per contract year, under the terms of this agreement.
- b. Requests for rate increases or changes to Appendix A in subsequent grant years must be received by the Lead Program Coordinator in writing at least one hundred and twenty (120) days prior to the beginning of the new grant year that begins each April 1st and must be approved by the Agency and the New York State Department of Health.

4. PAYMENT:

- a. The Agency shall reimburse the Contractor for qualified claims within 30 days of receipt of the duly executed County voucher and receipt of all required reports and documentation.

5. SPECIAL FISCAL REQUIREMENTS:

- a. The Contractor agrees to maintain funds sufficient to pay the payroll obligations for its personnel working in the Lead Primary Prevention Program and supported by grant funds.
 - i. The Contractor shall notify the Agency at least twenty-four (24) hours in advance if the Contractor is unable to meet its payroll or mileage obligation to its employee. Such notification shall be made to both the Agency's Fiscal Services Administrator (or equivalent) and the Lead Primary Prevention Project Manager.

- b. The Agency retains the right to perform fiscal audits of the Contractor's Lead Primary Prevention activities without prior notice to the Contractor during regular business hours.

6. REPORTS:

- a. The Contractor shall have daily activity records completed by all employees supported by Lead Primary Prevention Program funds.
- b. The Contractor shall submit a copy of the activity records to the Agency on a monthly basis along with its voucher, reflecting activities for the previous month.
- c. The Contractor shall complete and submit to the Agency any and all reports and documentation required by the agency related to this grant fourteen (14) days prior to the Agency due date to the State.
- d. In order for the Agency to reimburse the Contractor for services rendered by the Contractor under the term of this agreement, the Contractor agrees to:
 - i. Abide by any relevant New York State Department of Health laws or regulations related to the Lead Primary Prevention Program;
 - ii. Abide by the "Certificate Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements", which is attached hereto and made a part hereof as Appendix B.

7. INSURANCE:

- a. The Contractor shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County named as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

8. INDEMNIFICATION:

- a. The County shall not be liable for any claim of malpractice asserted against the Contractor, and the Contractor shall hold the County and Agency 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 County and Agency.

9. EXCLUSIVITY:

- a. The Agency retains the right to reassign clients to other contractors or its own employees.
- b. The Agency retains the right to contract with other independent contractors for such services which are the same as or similar to those provided by the

Contractor, or to provide such services to its clients 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 clients of the County.

10. CONTRACTOR STATUS:

- a. It is intended by both the Contractor and the Health Department 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 County. 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 Agency 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 Agency harmless from all loss or liability incurred by the Agency as a result of the Agency not making such payments or withholdings.
- c. The Contractor understands, and represents to the County, 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 Health Department 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 Relations, 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.

11. SUBCONTRACT:

- a. The Contractor may not assign the Contractor's rights or 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 Agency.

12. PERFORMANCE MONITORING:

- a. The Agency shall monitor the performance of services by the Contractor to ensure that the Agency is receiving the provision of services to designated clients.
- b. The Agency shall monitor services to ensure they are consistent with professional standards of care, laws, rules, and regulations of the New York State Department of Health.
- c. Agency will provide a mandatory annual update through its Learning Management System which contractors working on this grant are required to complete.

13. TERMINATION:

- a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the Contractor defaults in the performance of any of the Contractor's obligation under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the Contractor.
- b. Upon notice of termination the Contractor shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.

14. AUDIT:

- a. As the value of agreed and/or reasonable value of the services performed by Contractor hereunder reach 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.

15. 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.

16. PROPERTY:

- a. The Contractor agrees that all equipment, furniture, supplies or other property purchased by the Agency including telephone, cell phones, digital cameras, and computer tablets remain the property of the Agency and/or the Lead Primary Prevention Program.

17. RENEWAL:

- a. This Agreement shall be reviewed prior to termination and shall remain in force during the review and re-negotiation.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

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

DATE: _____

Neighborhood Center, Inc.

BY: _____

DATE: _____

PRINTED NAME: _____

TITLE: _____

APPROVED AS TO FORM ONLY

BY: _____
Gregory J. Amoroso, Esq.
County Attorney

The Neighborhood Center, Inc.
Oneida County Health Department

RDP#2012-093 APPENDIX A

Home Visitation/Sampling Technician/Inspection Worker for Lead Primary Prevention Program

Personnel Services:

Adams, John 29,702
\$16.32/hour - 70 hours Bi-Weekly
100% allocation to program

VanNortwick, Patrice (Program Supervisor) 613
\$2,357.75/Bi-Weekly
1% allocation to program

Total 30,315

Fringe Benefits @ 20% 6,063

Total Personnel Services 36,378

OTPS:

Mileage 540

Estimating travel will be 90 miles/month -
1,080 annually *\$.50 = \$540

A & OH @ 9.5% 3,507

Total OTPS 4,047

Total Proposed RFP Budget 40,425

APPENDIX B

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.

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, any officer or employee of Congress, or an employee of a Member of Congress in connection with 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 1111 "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 agreement and sub-contracts) and that all sub-recipients shall certify and disclose accordingly.

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, Section 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 judgement 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 commissions 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.

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 application that it 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, 12440. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is 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.

4. 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, N.Y., 12240. Notice shall include the identification number(s) of each affected grant.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PATRICE A. BOGAN, MS, FNP
INTERIM DIRECTOR OF HEALTH

ADMINISTRATION

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

August 27, 2012

FN 20 12-342

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County through its Health Department and the Family Nurturing Center of Central New York, Inc.

The Health Department is the lead agency, in partnership with the Family Nurturing Center of Central New York, Inc. (FNC), funded by the New York State Office for Children and Family Services. The Healthy Families of Oneida County is an intensive home visitation program for expectant and new families to enhance child and family development. Expected outcomes from the implementation of Healthy Families of Oneida County include the reduction of family dependency on government, teen pregnancy rates, child abuse and neglect, and family conduct, as well as improving rates of healthy birth outcomes, early prenatal care, age appropriate preventive health care for children and parent-child interactions.

The term of this agreement shall become effective on July 1, 2012 and remain in effect through June 30, 2013 with reimbursement in the amount of \$579,710 and is 100% State funded.

This is not a program mandated by Public Health Law.

If this agreement meets with your approval, please forward to the Board of Legislators.

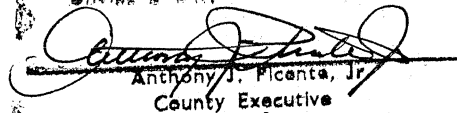
Sincerely,



Patrice A. Bogan, MS, FNP
Interim Director of Health

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 9/3/12

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Family Nurturing Center of Central New York, Inc.

NAME AND ADDRESS OF VENDOR: Family Nurturing Center of
Central New York, Inc.
209 Elizabeth Street
Utica, New York 13501

VENDOR CONTACT PERSON: Donna Elefante, Executive Director

SUMMARY STATEMENTS: The Health Department is the lead agency, in partnership with the Family Nurturing Center of Central New York, Inc. (FNC), funded by the New York State Office for Children and Family Services. The Healthy Families of Oneida County is an intensive home visitation program for expectant and new families to enhance child and family development. Expected outcomes from the implementation of Healthy Families of Oneida County include the reduction of family dependency on government, teen pregnancy rates, child abuse and neglect, and family conduct, as well as improving rates of healthy birth outcomes, early prenatal care, age appropriate preventive health care for children and parent-child interactions. Other expected outcomes from this program are to enroll and maintain target number of participants; will ensure that target participants receive program services within a timely manner; provide appropriate assessments and services to target population; will increase awareness by promoting and educating community on program services, will ensure that all FNC staff are appropriately trained on an annual basis and will maintain or exceed Healthy Families performance measures for participants and/or providers.

PREVIOUS CONTRACT YEAR: July 1, 2011 through June 30, 2012

TOTAL: \$579,710

THIS CONTRACT YEAR: July 1, 2012 through June 30, 2013

TOTAL: \$579,710

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

FUNDING SOURCE: Grant \$579,710 A4090.4951
Less Revenues: -0-
State Funds \$579,710 100% grant funded
County Dollars – Previous Contract \$-0-
County Dollars – This Contract \$-0-

SIGNATURE: Gayle D. Jones, Ph.D., Director of Health

DATE: August 2, 2012

Contract Approved By: <u>Gregory J. Amoroso</u> Gregory J. Amoroso, Esq. County Attorney
Date: <u>8/6/12</u>

Contract between Oneida County through its Health Department and Family Nurturing Center of Central New York, Inc.

THIS AGREEMENT by and between the Oneida County, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its Health Department located at 185 Genesee Street, Utica, New York, 13501, hereinafter referred to as "Agency", and Family Nurturing Center of Central New York, Inc., located at 209 Elizabeth Street, Utica, New York, 13501, hereinafter referred to as "Contractor".

WHEREAS, the Agency anticipates a grant from New York State Office for Children and Family Services (OCFS) for the implementation of Healthy Families Oneida County (HFOC); and

WHEREAS, HFOC is an intensive home visitation program for expectant and new families to enhance child and family development; and

WHEREAS, the outcomes expected from the implementation of HFOC include the reduction of family dependency on government, teen pregnancy rates, child abuse and neglect, and family conflict, as well as improving rates of healthy birth outcomes, early prenatal care, age appropriate preventive health care for children and parent-child interactions; and

WHEREAS, the Contractor has experience, expertise and capabilities to provide services to families for realization of desired outcomes; and

WHEREAS, the Contractor is certified to provide training for the Nurturing Program curriculum which OCFS approved for implementation for the HFOC; and

WHEREAS, the Agency and the Contractor committed to a collaborative partnership for making application for funding and HFOC implementation; and

WHEREAS, the Agency desires to enter into an arrangement with the Contractor to provide services in order to effectively implement the goals and objectives of the aforementioned grant.

NOW THEREFORE, the parties hereto intended to be legally bound and hereby agree as follows:

1. **TERM:**
 - a. This agreement shall be effective July 1, 2012 and remain in effect until June 30, 2013 unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Contractor agrees to follow the guidelines and rules dictated by OCFS for funding and implementation of HFOC activities and the administrative policies and procedures of HFOC.
- b. The Contractor also agrees to follow the requirements in Federal Temporary Assistance to Needy Families (TANF) program.
- c. The Contractor shall continue to maintain a staff of two (2) Family Support Worker Supervisors (FSWS) and eight (8) Family Support Workers (FSW), one (1) Assessment/Referral Specialists and one (1) Program Manager.
 - i. All Contractors' staff associated with the program is to be recommended for hire by the HFOC search committee according to the OCFS approved budget.
- d. The Contractor shall provide supplies and materials as needed.
- e. The Contractor shall provide a minimum of 1,500 square feet of space for Agency's HFOC personnel and related activities at the Contractor's facility.
- f. The Contractor shall at minimum, ensure that in-kind commitments, as approved by OCFS, are provided for HFOC.
- g. Will enroll and maintain target number of participants.
- h. Will ensure that target participants receive program services with a timely manner.
- i. Provide appropriate assessments and services to target population.
- j. Will increase awareness by promoting and educating community on program services.
- k. Will ensure that all Family Nurturing Staff are appropriately trained on an annual basis.
- l. Will maintain or exceed Healthy Families performance measures for participants and/or providers.

3. FEE:

- a. The Contractor shall not exceed validated expenditures for implementation of HFOC as defined in the budget in the amount of \$579,710

4. PAYMENT:

- a. Upon receipt of its grant money from OCFS, the Agency shall make payments in amounts and at intervals as close as possible to payments made for contract year 2012 through 2013.

5. SPECIAL FISCAL REQUIREMENTS:

- a. The Contractor agrees to maintain a balance adequate for a minimum of two (2) payroll periods and mileage for one month for personnel working in the program and supported by grant funds.
 - i. The Contractor shall notify the Agency at least twenty-four (24) hours in advance if the Contractor is unable to meet its payroll or mileage obligation to its HFOC employees. Such notification shall be made to

- both the Agency's Fiscal Services Administrator (or equivalent) and the Agency's Director of Community Wellness (or equivalent).
- ii. The Contractor shall submit to the Agency a copy of its annual audited financial statements as the same becomes available.
 - iii. The Contractor shall develop an internal process to verify that Electronic Funds Transfers (EFTs), grant checks, or other checks have been deposited prior to releasing its payroll checks for HFOC employees.
 - iv. The Contractor shall obtain a line of credit with overdraft protection to ensure that payroll checks for HFOC employees are funded.
 - v. The Contractor shall institute a policy of requiring two signatures on all checks utilized to disburse grant related funds.
- b. Any funds received by the Agency from the Contractor, which will be in excess of obligations for HFOC at the end of this contract term, shall be returned to the Agency.
 - c. HFOC grant funds will be maintained separately from other Contractor funds.
 - d. Computer equipment replacement, maintenance of computers, IT support, e-mail, internet access and software will be the responsibility of the Contractor.
 - e. Agency and the Contractor shall review and analyze the status of the Contractor's budget for HFOC in relation to the budget approved by OCFS on or before the following dates: September 15, 2012, December 15, 2012, March 15, 2013, and June 1, 2013.
 - f. Budget modifications shall be made according to the criteria set forth by OCFS and to ensure all funds awarded to the Contractor are expended before June 30, 2013.
 - g. Upon analysis completed by June 1, 2013, any funds received by the Contractor will not be obligated by June 30, 2013 and any budget line balances anticipated by June 30, 2013, shall be considered to be available for the Agency to modify the OCFS approved budget and encumber funds by June 30, 2013.
 - h. The Agency retains the right to perform program or fiscal audits of the Contractor's HFOC activities without prior notice to the Contractor.

6. REPORTS:

- a. The Contractor shall have daily activity records completed by all employees supported by OCFS funds and for those included as in-kind commitments in the budget on forms included in the HFOC policies and procedures.
- b. The Contractor shall submit the activity records to the Agency on a monthly basis, reflecting activities for the previous month.
- c. The Contractor shall complete and submit to the Agency any and all reports and documentation required by the Agency to meet the requirements set forth by OCFS fourteen (14) days prior to the Agency due date to the State.

- d. In order for the Agency to reimburse the Contractor for services rendered by the Contractor under the term of this agreement, the Contractor agrees to:
 - i. Abide by applicable areas in the Federal Assurances and Certifications as defined by Office of Family and Children Services of New York State Department of Health, copy available upon request from the Agency; and
 - ii. Abide by the "Certificate Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements", which is attached hereto and made a part hereof as Appendix C.

7. CONTRACTOR STATUS:

- a. It is intended by both the Contractor and the Agency 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 County. 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 Agency 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 Agency harmless from all loss or liability incurred by the Agency as a result of the Agency not making such payments or withholdings.
- c. The Contractor understands, and represents to the County, 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 Agency 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 Relations, 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 entitles relating to such employment and Civil Rights requirements.

8. INSURANCE:

- a. The Contractor shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000

per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County named as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

9. CONFIDENTIALITY:

- a. The Agency and the Contractor shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the patient or the patient's representative, it being acknowledged and agreed that Agency shall have sole responsibility for responding to patient requests for access to medical records.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

11. ASSIGNMENT:

- a. This agreement may not be re-assigned by the Contractor without the express consent of the Agency and New York State Office of Children and Family Services.

12. INDEMNIFICATION:

- a. The County shall not be liable for any claim of negligence asserted against the Contractor, and the Contractor shall hold the County and the Agency 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 County and Agency.

13. AUDIT:

- a. As the value of agreed and/or reasonable value of the services performed by Contractor hereunder reach a value of \$10,000 or more during a twelve (12) month period, 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.

14. 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.

15. PROPERTY:

- a. The Contractor agrees that all equipment, furniture, supplies or other property purchased by the Contractor pursuant to the agreement is deemed to be the property of the State of New York, by virtue of the Agency's aforementioned grant from OCFS, except as may otherwise be governed by Federal or State laws, rules or regulations.

16. TERMINATION:

- a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event Contractor defaults in the performance of any of the Contractor's obligations under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the Contractor.
- b. Upon notice of termination the Contractor shall immediately submit to the Agency all required documentation for services rendered up to the date of termination, before a final reimbursement for services rendered can occur.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

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

DATE: _____

FAMILY NURTURING CENTER

BY: _____

DATE: _____

PRINTED NAME: _____
 Donna LaTour-Elefante
 Executive Director

<p>APPROVED AS TO FORM ONLY</p> <p>BY: _____ Gregory J. Amoroso, Esq. County Attorney</p>

APPENDIX C

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.

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, any officer or employee of Congress, or an employee of a Member of Congress in connection with 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 1111 "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 agreement and sub-contracts) and that all sub-recipients shall certify and disclose accordingly.

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, Section 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 judgement 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 commissions 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.

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 application that it 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, 12440. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is 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.

4. 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, N.Y., 12240. Notice shall include the identification number(s) of each affected grant.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PATRICE A. BOGAN, MS, FNP
INTERIM DIRECTOR OF HEALTH

ADMINISTRATION

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

FN 20 12-343

August 28, 2012

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County through its Health Department and Value Payment Systems, LLC.

The purpose of this agreement is to provide citizens of Oneida County with the ability to pay fees, fines and other payments via a debit credit card processing technology, through the internet and online payments. The term of this agreement shall become effective upon execution by both parties and remain in effect through August 31, 2014. The agreement will automatically renew for one year periods unless either party provides a thirty day prior notice. No funding shall be exchanged between Oneida County and Value Payment Systems, LLC.

If this agreement meets with your approval, please forward to the Board of Legislators.

This service is not mandated by Public Health Law.

Should you have any questions regarding this agreement, please feel free to contact me at 798-5220.

Sincerely,

Patrice A. Bogan, MS, FNP

Patrice A. Bogan, MS, FNP
Interim Director of Health

attachments
ry

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 9/4/12

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health

NAME AND ADDRESS OF VENDOR: Value Payment Systems, LLC
2207 Crestmoor Road, Suite 200
Nashville, Tennessee 37215

VENDOR CONTACT PERSON: Daniel Gilmore, Director of Environmental Health

SUMMARY STATEMENTS: It is the intent of the County to establish a contract with Value Payment Systems to enable the collection of fees, fines, and other payments via debit credit card utilizing existing credit card processing technology, the internet, and online payments.

PREVIOUS CONTRACT YEAR: N/A

TOTAL:

THIS CONTRACT YEAR: Upon execution by both parties through August 31, 2014. Agreement will automatically renew for one year periods unless either party provides thirty day prior notice.

TOTAL: No money to change between Oneida County and Value Payment Systems, LLC.

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

FUNDING SOURCE: A4018 No money exchanging between County and Value Payment Systems, LLC.

Less Revenues:

State Funds:

County Dollars – Previous Contract

County Dollars – This Contract

SIGNATURE: Patrice A. Bogan, MS, FNP Interim Director of Health

DATE: August 28, 2012

Contract Reviewed By: _____
Gregory J. Amoroso, Esq.
County Attorney

Date: _____

PAYMENT PROCESSING SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____ 2012 ("Effective Date") by and between Value Payment Systems, LLC, a Tennessee limited liability corporation ("VPS"), with its principal office located at 2207 Crestmoor Road, Suite 200, Nashville, Tennessee 37215 and Oneida County, a New York State municipal corporation, with office located at 800 Park Avenue, Utica, New York 13501, ("County").

RECITALS:

WHEREAS, VPS is in the business of providing internet and phone based electronic payment services to public and private sector merchants; and

WHEREAS, County desires to provide it's Customer the option and opportunity to pay various amounts due to the County through VPS as set forth under the terms and conditions below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

- 1.1. "Association" is a group of Card issuer banks, debit networks or other method provider, including, without limitation, Visa U.S.A., Inc., MasterCard International, Inc., and the NYCE, Pulse, Star, and Interlink debit networks.
- 1.2. "Association Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Associations.
- 1.3. "Card" is both (i) the plastic card or other evidence of the account and (ii) the account number, issued to a Cardholder, which you accept from your customers as payment for their purchases from the County, and for the transactions with respect to which VPS agrees to process.
- 1.4. "Cardholder" is the person to whom the Card is issued and who is entitled to use the Card.
- 1.5. "Chargeback" shall mean a reversal of a Card sale the County previously presented, pursuant to Association Rules.
- 1.6. "Convenience Fee" shall mean a fee that is charged to the customer for the ability to make a payment through a VPS E-Payment System. The fee can be assessed as a percentage of the payment amount or as a fixed fee transaction in accordance with current Association Rules.
- 1.7. "Electronic Payments" shall mean credit card, debit card, Automated Clearing House (ACH) payments or emerging payment methods such as PayPal or Bill Me Later®.
- 1.8. "E-Payment System" shall mean the VPS Web E-Payment System and or VPS Phone E-Payment System.
- 1.9. "Phone E-Payment System" shall mean a touch tone phone payment system that is managed by VPS.
- 1.10. "Customer" shall mean a person or business that is eligible to pay, or is required to pay, amounts due to the County.
- 1.11. "Sales Data" is the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.
- 1.12. "Transaction" shall mean as regular, periodic due, fixed dues or assessment payments, and all other amounts, fixed or variable, agreed to by the Customer and the County.
- 1.13. "Web E-Payment System" shall mean a VPS hosted payment website.

2. SERVICES.

- 2.1. E-Payment System.

VPS will provide an E-Payment System for use by Customers of the County. During the term of this Agreement, the County agrees to allow Customers to make payments through a VPS developed and managed E-Payment System, further defined in Schedule A, and VPS agrees to facilitate the electronic payment of Transactions between the County and the Customers.

2.2. Customer Information.

Upon the County's execution of this Agreement, the County shall use appropriate and reasonable efforts to provide VPS with information as VPS may require in order to promptly and accurately perform the Services contemplated by this Agreement. VPS shall in no event be liable for not being provided by the County with current and correct information. VPS will not be responsible for unauthorized use of Customer's credit card or credit card information by the County, the County's employees, or any other party associated with the County as a vendor, consultant, or contractor, including but not limited to the Customer's name, billing address, credit card number, and credit card expiration date.

2.3. Convenience Fee Disclosure.

The Web E-Payment System interface and Phone E-Payment System interface will disclose all VPS Customer funded Convenience Fees, if applicable, to the Customer prior to the processing of a Transaction.

2.4. Payment of Transactions.

The County agrees that the date on which a Transaction is posted to a VPS E-Payment System by a Customer shall be deemed the date the Transaction is made for purposes of late fees, if any, the County may charge to such Customer. The date the Transaction is "posted" is the date the Customer manually transmits the Transaction to an E-Payment System or the date an agreed automatic payment is initiated, whichever is applicable. VPS shall remit to the County all Transactions paid through VPS no later than three (3) business days following the date a Transaction is posted to a VPS E-Payment System.

2.5. Chargebacks.

VPS will provide appropriate and reasonable efforts to have chargebacks investigated following the initial notice that a chargeback has occurred. When provided written notice of any chargebacks that VPS has deemed to be the responsibility of the County or errors in deposits, the County agrees to immediately remit payment to VPS. VPS agrees to receive the payment for chargebacks or errors in deposits from the the County through the remittance of a check or another payment method to be determined by the County. VPS agrees to not debit the County's account for such fees. Notwithstanding the foregoing, the County will ultimately be liable for all chargeback liability derived from Transactions processed by VPS.

2.6. Proprietary Rights.

VPS represents that it owns, licenses or has the right to use and will retain during the term of this Agreement all proprietary rights in and to the E-Payment System and all development tools, routines, subroutines, applications, software and other materials that VPS may use in connection with implementation and operation of an E-Payment System.

2.7. Modification of Services.

VPS may, and reserves the right to, modify the features and functionality of the E-Payment System at any time and from time to time without notice; provided, however, that VPS will not modify the E-Payment System in a manner that would, in its sole discretion, significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to the County of any such modification.

2.8. Payment for Services.

In consideration for the aforementioned E-Payment Service, Customers will pay the Service Fees that are detailed in Schedule B. Such Service Fees include fees associated with processing Electronic Payments through the VPS E-Payment System.

VPS is solely responsible for all Processing Fees. These fees include Chargeback Fees, defined as penalties assessed per Chargeback claimed against the County's account, but does not include the principal amount associated with a Transaction.

2.9. Additional Representations and Covenants.

VPS represents and warrants, and agrees for the term hereof, that it is and will remain in material compliance with (a) all applicable federal, state and local laws affecting its business and the ownership of its assets and the privacy and security of information provided by Customers, including but not limited to New York State Technology Law Section 208, and (b) the Payment Card Industry Data Security Standard. VPS is in material compliance with all agreements with parties other than the County and will remain in compliance with all such agreements. VPS represents and warrants, and agrees for the term hereof, that it has and will maintain a commercial general liability insurance policy having a limit of \$2,000,000 in the aggregate (and \$1,000,000 per occurrence) and a professional liability (errors and omissions) insurance policy having a limit of \$5,000,000 in the aggregate (and \$1,000,000 per occurrence).

2.10. Association Rules.

The County agrees to comply with all Association Rules as may be applicable to the County and in effect from time to time as published (on a website or otherwise) by any Association and provided to the County.

2.11. Right to Use Information.

The County acknowledges that VPS will compile certain information related to the usage of the E-Payment System and activities thereon. Such information may include, but not limited to, the volume of Transactions and the value of Transactions. The County agrees that VPS is authorized to use, reproduce and generally make such information available, as VPS may deem appropriate, provided that the County and the Customer will in no case be individually identifiable except as otherwise permitted herein. Neither the County nor any Customer shall be entitled to notice of such use, nor any fees derived therefrom.

3. THIRD PARTY PRODUCTS.

The County understands and agrees that VPS may use third party products in connection with the E-Payment System offered hereunder. These products may include firewall security, web server software and encryption software. VPS makes no representation or warranty regarding the performance of such third party software, specifically including any warranty that performance will be uninterrupted or error-free

4. DISCLAIMER OF WARRANTIES.

4.1. No Warranties.

THE COUNTY ACKNOWLEDGES THAT ITS USE OF THE E-PAYMENT SYSTEM IS SUBJECT TO THE FOLLOWING DISCLAIMER OF LIABILITY: EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, VPS AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE E-PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIM THE WARRANTIES OF THE COUNTY'S ABILITY, FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

4.2. World Wide Web, Internet and Telephone Usage.

VPS and its suppliers make no warranties regarding the quality, reliability, timeliness or security of the world wide web or telephone lines, the internet and other globally linked computer networks, or the websites established thereon including the E-Payment System, will be uninterrupted or error free.

5. INDEMNIFICATION/LIMITATION OF LIABILITY.

5.1. INDEMNIFICATION.

Subject to Sections 4, 5.2 and 5.3, VPS agrees that it shall indemnify and hold harmless County 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 resulting from (a) VPS' and its agents', servants' or employees' negligence or willful misconduct, (b) failure on the part of VPS to comply with any of the covenants, terms or conditions of this Agreement, and (c) VPS' infringement of any United States patent or copyright.

The County agrees that it shall indemnify and hold harmless VPS 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 resulting from of (a) the County's and its agents', servants' or employees' negligence or willful misconduct, and (b) failure on the part of County to comply with any of the covenants, terms or conditions of this Agreement.

5.2. NO CONSEQUENTIAL DAMAGES.

IN NO EVENT WILL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3. Limited Remedy.

VPS shall in no way be liable to the County or its Customers due to any disruption of VPS' E-Payment System or non-availability of the E-Payment System during which Customers are unable to access or use the E-Payment System due to a confirmed problem therein. In no event will VPS' liability exceed the applicable amount set forth in Section 2.9 regardless of the form of the claim (including, without limitation, any contract, product liability, indemnification or tort claim).

6. CONFIDENTIAL INFORMATION.

6.1. Nondisclosure.

Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, is rightfully obtained from a third party who has the right to disclose it, or which is required by law to be disclosed. All Confidential Information will remain the property of the disclosing party.

7. TERM AND TERMINATION.

7.1. Term.

Subject to Section 7.2, this Agreement will commence upon the Effective Date and shall continue for two (2) years, at which point in time the Agreement will automatically renew for successive one (1) year periods unless either party, at least thirty (30) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.

7.2. Termination for Cause.

If a VPS E-Payment System provided under this Agreement fails to conform to generally accepted standards for such services in the Card processing industry, then upon notice from the County specifying the failure of performance, VPS will rectify such failure of performance. If VPS does not rectify our failure of performance within 30 days after receipt of notification, then the County may terminate this Agreement upon 30 days' written notice to VPS. VPS may terminate this Agreement at any time upon written notice to the County as a result of any of the following events: (i) any noncompliance with this Agreement or Association Rules which is not cured within 30 days of VPS notice to the County, except as otherwise provided in this Agreement and except that no cure period is allowed for termination based on County fraud; (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving the County; (iii) for a period of more than 60 consecutive days, the County does not transmit Sales Data to VPS.

7.3. Termination for Convenience. Either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days notice in writing to the other party.

7.4. Effect of Termination.

Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts, Processing Fees, Service Fees or other compensation due and owing to the other party prior to such termination.

7.5. Survival.

Sections 5, 6 and 8 shall survive any termination or expiration of this Agreement.

8. **MISCELLANEOUS.**

8.1. Promotion of Services.

The County may promote the use by Customers of the VPS Services including, but not limited to, publishing the relevant URL for the Web E-Payment System and telephone number for the Phone E-Payment System on the County's website home page, billing statements, notices and all related promotional materials. All published materials referencing VPS or the VPS Services shall be approved for accuracy by VPS prior to publishing.

8.2. Governing Law; Waiver of Jury Trial.

This Agreement will be governed by and construed in accordance with the laws of the State of New York without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought in Oneida County, New York. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

8.3. Entire Agreement.

This Agreement, including the Schedules, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

8.4. Binding Upon Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement, nor any right, license, privilege or obligation provided herein, may be assigned or transferred by either party without the other party's prior written consent, which consent shall not be unreasonably withheld, and any attempted assignment or transfer without such consent is void.

8.5. Relationship of Parties.

The relationship of VPS to the County under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency or employment relationship between the County and VPS, nor shall this Agreement be deemed to constitute a joint venture or partnership between the County and VPS

8.6. Notices.

All notices required or permitted under the Agreement shall be in writing and sent to the other Party at the address specified below or to such other address as either Party may substitute from time to time by written notice to the other and shall be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail or personal or courier delivery to:

IF to: Value Payment Systems, LLC

2207 Crestmoor Road
Suite 200
Nashville, TN 37215
Attn: Jeffrey C. Gardner

If to: Oneida County

Attn: Finance Department
800 Park Avenue
Utica, New York 13501
Attn: Kimberly Strong Flint

8.7. Captions and Headings.

The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

8.8. Counterparts.

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

8.9. Waiver.

No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

8.10. Severability.

If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

8.11. Publicity.

The parties agree that they will not use the other party's name, trademark or service mark or the existence of the contractual relationship in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent.

8.12. Amendment and Changes.

This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated or otherwise altered except by a statement in writing signed by both parties .

8.13. Force Majeure.

Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 8.13 will affect or excuse either party's liabilities and obligations for Chargebacks, refunds, or unfulfilled products and services.

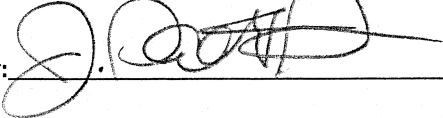
8.14. Facsimile Signature and Counterparts.

This Agreement may be executed by exchange of signature pages by facsimile or electronic mail and/or in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

-- The rest of the page is intentionally left blank. --

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

VALUE PAYMENT SYSTEMS, LLC

By:  _____

Name: J. Scott Slusser

Title: Chief Marketing Officer

Address: 2207 Crestmoor Road, Suite 200

City/State/Zip: Nashville, TN 37215

ONEIDA COUNTY

By: _____

Name: _Anthony J. Picente, Jr.

Title: __County Executive

Address: _800 Park Avenue

City/State/Zip: _Utica, New York 13501

Approved As To Form Only

By: _____
Gregory J. Amoroso, Esq.
County Attorney

SCHEDULE A

(Please check the box or boxes associated with the services to be provided.)

WEB E-PAYMENT SYSTEMS

PayLocalGov Web E-Payment System (with or without Input File integration)

The PayLocalGov Web E-Payment System will provide the following:

- Standard development technology to streamline the development process;
- Fully hosted payment System;
- Optional process for input file integration for account validation and bill presentment;
- Payment screens including personal information, payment entry, payment review, payment receipt;
- Payment confirmation number and optional confirmation email;
- Collect and transmit payment information for authorization and settlement;
- Method for transferring transaction data back to the County;
- PayLocalGov Web E-Payment System look and feel which will also allow the County to co-brand the website in a predefined location.

Please choose one of the following options if the PayLocalGov Web E-Payment System is selected:

- Option 1: Input File Integration is not required; or
- Option 2: Input File Integration is required and the County will supply the input file format to VPS.

Custom Web E-Payment System (with or without Input File integration)

The VPS Custom Web E-Payment System will provide the following:

- Fully hosted payment System;
- Optional process for input file integration for account validation and bill presentment;
- Payment screens including personal information, payment entry, payment review, payment receipt;
- Payment confirmation number and optional confirmation email;
- Collect and transmit payment information for authorization and settlement;
- Method for transferring transaction data back to the County;
- Custom look and feel which will also allow the County to brand the website.

Please choose one of the following options if the Custom Web E-Payment System is selected:

- Option 1: Input File Integration is not required; or
- Option 2: Input File Integration is required and the County will supply the input file format to VPS.

Web E-Payment Three Page System

The Web E-Payment Three Page System will provide the following:

- Ability for a third party software provider or the County to integrate to the VPS Web E-Payment Three Page System using the VPS Online Service API to provide transaction information or update systems regarding completed transaction information;
- Collect and transmit payment information for authorization and settlement;
- Method for transferring transaction data back to the County.

**SCHEDULE B
Fee Schedule**

WEB AND PHONE E-PAYMENT SERVICES

(Please check the box or boxes associated with the services to be provided.)

SERVICES FUNDED BY THE CONSTITUENT/CUSTOMER

WEB AND/OR POS E-PAYMENT SYSTEM CONVENIENCE FEES

ITEM	FEE	FREQUENCY
<input type="checkbox"/> <i>Tax Payments (Real Property Tax, etc.)</i>		
MasterCard, Discover, AmEx and Visa – credit cards	2.45%	Per transaction
MasterCard and Discover - debit cards	2.45%	Per transaction
Visa Debit/ATM Debit (STAR, NYCE and Accel)	\$3.95	Per transaction
Minimum Convenience Fee	\$2.00	Per transaction
<input type="checkbox"/> <i>Non Tax Payments (Utility, Licenses, Parking Tickets, etc.)</i>		
All payment method	\$2.95 ¹	Per transaction
Minimum Convenience Fee (applies to in-office payments only)	\$2.00	Per transaction

SERVICES FUNDED BY THE CONSTITUENT/CUSTOMER

PAYLOCALGOV LIVE OPERATOR CONVENIENCE FEES

ITEM	FEE	FREQUENCY
<input type="checkbox"/> <i>Tax Payments (Real Property Tax, etc.)</i>		
MasterCard, Discover, AmEx and Visa – credit cards	2.45%	Per transaction
MasterCard and Discover - debit cards	2.45%	Per transaction
Minimum Convenience Fee	\$2.00	Per transaction
Live Operator Service	\$2.95	Per transaction
<input type="checkbox"/> <i>Non Tax Payments (Utility, Licenses, Parking Tickets, etc.)</i>		
All payment method	\$2.95 ²	Per transaction

¹ The actual convenience fee for each payment application will be set to equal the (average payment amount for the application) X (1.2) X (2.75%). The resulting convenience fee amount will then be rounded to the nearest \$0.05 increment. Example, if the average payment amount for utility payments is \$150 then the convenience fee would be set to equal (\$150) X (1.2) X (2.75%) or \$4.95.

² The actual convenience fee for each payment application will be set to equal the (average payment amount for the application) X (1.2) X (2.75%). The resulting convenience fee amount will then be rounded to the nearest \$0.05 increment. Example, if the average payment amount for utility payments is \$150 then the convenience fee would be set to equal (\$150) X (1.2) X (2.75%) or \$4.95.

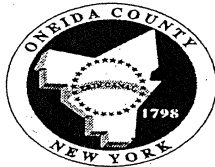
Minimum Convenience Fee	\$2.00	Per transaction
Live Operator Service Fee	\$2.95	Per transaction

SERVICES FUNDED BY THE CONSTITUENT/CUSTOMER

WEB E-PAYMENT SYSTEM DEVELOPMENT AND HOSTING FEES

ITEM	FEE	FREQUENCY
PayLocalGov Web E-Payment System Application Development Fee	Waived	One-time
E-Payment System Application Hosting	Waived	Per month

Anthony J. Picente Jr.
County Executive



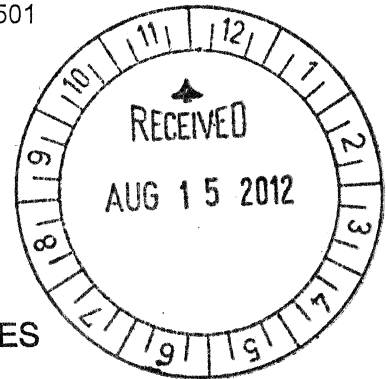
Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

August 2, 2012

FN 20 12-344



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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

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

The Department has contracted with Cornell Cooperative Extension for Nutritional Education Services for Food Stamp Recipients since 1996. The food stamp recipients have been taught food buying, food preparation, food safety, food sanitation and food budget education.

The program is 100% funded by the U.S. Department of Agriculture. The cost of this contract from October 1, 2012 through September 30, 2013 is \$ 95,396.00, completely reimbursed by the U.S. Department of Agriculture. **There will be no county funds utilized to support this effort.**

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 8/9/12

8/2/12
11006

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

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

Title of Activity or Services: Nutrition Education

Proposed Dates of Operations: 10/1/2012 - 9/30/2013

Client Population/Number to be Served:

Food Stamp participants, with a focus on individuals or families that are also enrolled in the Transitional Opportunities Program (TOP).

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Provide the following Services.

The types of interventions:

- Home Visits
- Food Preparation/Demonstrations
- Group Lesson/Workshops
- Unstructured Groups
- Health Fairs

2). Program/Service Objectives and Outcomes -

Provide financial management and nutrition education (food buying, food preparation, food safety and sanitation) to families enrolled in the Transitional Opportunities Program or families/individuals who are eligible for/or is in receipt of Food Stamps

Program Goals:

- 130 Food Stamp/TOP recipients will be enrolled in the Food Stamp/TOP Nutrition Education Program during FY2012.
- The goal of the Eat Smart Program is to improve the likelihood that persons eligible for Food Stamps will make healthy food choices within a limited budget and choose

- physically active lifestyles.
- By maintaining a healthy diet and being physically active, individuals can achieve a healthy weight and reduce their risk of chronic diseases such as diabetes, heart disease, stroke and some forms of cancer.

3). Program Design and Staffing Level

2 Program Educators
1 Program Manager

Total Funding Requested: \$95,396 a U.S. Department of Agriculture for the program. There is no local cost nor is there a local in-kind match required of Oneida County.

Oneida County Dept. Funding Recommendation: Account #A6010.49534

Mandated or Non-Mandated: Non-Mandated

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

Federal	100%	\$ 95,396
State	0%	\$ 0
County	0%	\$ 0

Cost Per Client Served:

Past Performance Served: The Department has contracted with Cornell Cooperative Extension since 1996. The contract amount from October 1, 2011 through September 30, 2012 was \$95,396. There is no local cost to support this program

O.C. Department Staff Comments:. The Department is satisfied with this Contractor.

AGREEMENT

THIS AGREEMENT, made and entered in to by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter called Department), and the Cornell Cooperative Extension Oneida County, 121 Second Street, Oriskany, New York 13424 (hereinafter called Contractor).

WHEREAS, the Department has a need to provide financial management and nutrition education (food buying, food preparation, food safety, sanitation) to families enrolled in the Transitional Opportunities Program or families/individuals who are eligible for/or in receipt of food stamps.

The Contractor agrees to provide 75% of 2 full-time equivalent Program Educators and 90% of a full-time equivalent, Program Manager for families or individuals in receipt of/or eligible or food stamps with a focus on those individuals or families that are also enrolled in the Transitional Opportunities Program.

Program goals are as follows:

- 1). 130 Food Stamp/TOP recipients will be enrolled in the Food Stamp/TOP Nutrition Education Program.
- 2). The goal of the Eat Smart Program is to improve the likelihood that persons eligible for Food Stamps will make healthy food choices within a limited budget and choose physically active lifestyles.
- 3). By maintaining a healthy diet and being physically active, individuals can achieve a healthy weight and reduce their risk of chronic diseases such as diabetes, heart disease, stroke and some forms of cancer.

WHEREAS, the Contractor has knowledge and expertise to develop and operate an education program which will help participants gain knowledge and develop skills which will enable them to better use limited resources as they relate to food and nutrition.

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

NOW, THEREFORE it is mutually agreed between the Contractor and the Department as follows:

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 Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

The Contractor agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal Regulations found in the Federal Code of Regulation.

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 sub-contractor 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
 8. §164.528;
 9. 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
 10. 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, 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.

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 sub-contractors. Upon awarding of this contract and before work commences, the Contractor will be required to provide Oneida

Page 6 of 11

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 sub-contractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor will provide the Department with Quarterly Contract Reports and a final report which will provide data regarding utilization and effectiveness of the program.

The term of this Agreement shall be from October 01, 2012 through September 30, 2013.

The Department agrees to pay the Contractor upon submission of a monthly County Voucher with such fiscal backup data sheets and any programmatic statistics as required by the County and/or State. Total cost of service provided not to exceed \$95,396.00, as per the attached budget.

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

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

This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

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

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.

Cornell Cooperative Extension Oneida County
Nutrition Education

11006
10/01/12-9/30/13

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

Date: _____

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

Approved as to Form Oneida County Attorney

Date: _____

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

Date: _____

Agency: Cornell Cooperative Extension Oneida County

Authorized Signature: [Handwritten Signature]

Print Authorized Name: Fon June

Title: Executive Director

BUDGET

10/01/2012 - 9/30/2013

<u>Object of Expense</u>	<u>Federal Funds</u>
Personnel Expense:	
Salary	\$ 74,095.00
Fringe	1,324.00
Total Personnel:	\$ 75,419.00
Non-Personnel Expense:	
Contractual & Agreements	4,404.00
Non-Capital:	
Equipment/Supplies	1,175.00
Materials	2,431.00
Travel/Training	9,502.00
Total Non-Personnel & Capital:	\$ 17,512.00
Administrative:	
Salaries	\$ 2,430.00
Fringe	35.00
Building Space/Maintenance	0.00
Insurance/Lease/Rental/Audit	0.00
Equipment & Capital Expense	0.00
Indirect	0.00
Total Administrative	\$ 2,465.00
PROJECT TOTAL	\$ 95,396.00

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in
Cornell Cooperative Extension Oneida County # 11006
Nutrition Education 10/01/12-9/30/13

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-

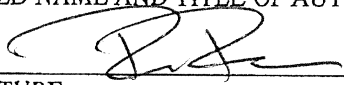
- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during 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.

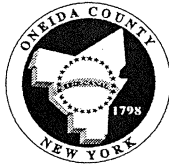
 Ken Bunce
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

 8/1/12
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

August 20, 2012

FN 20 12-345



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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

There is a need to transfer funds into the **2012** Budget to cover a shortage in the A6011.455, Services mileage account. The Services employees provide protective, preventive, adoptive and other services. This requires transportation for mandated training, court appearances, home visits, etc.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfer:

To:	A6011.455	Children & Adult Services Travel & Subsistence	\$25,000
From:	A6011.454	Children & Adult Services Travel, Meetings Etc.	\$10,000
	A6010.49534	General Administration – General Expenses	\$15,000

Sincerely,

Lucille A. Soldato
Commissioner of Social Services

Cc: T. Keeler

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

Anthony J. Picente, Jr.
County Executive

Date 8/21/12

Anthony J. Picente, Jr.
County Executive

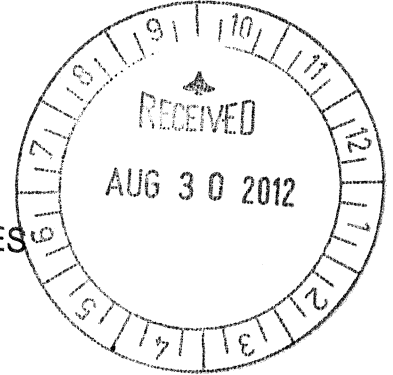
Lucille A. Soldato
Commissioner



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

August 20, 2012

FN 20 12-346



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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

There is a need to transfer funds in our 2012 Budget to the A6142.495, Emergency Assistance to Adults account. This account consists of one-time payments for emergency assistance for rent, fuel, housing, etc. Since it is based on emergency use only, the expenditures fluctuate from month to month and we now have a shortage in this account.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfer:

Appropriations:

To: A6142.495	Emergency Assistance to Adults	\$105,000
From: A6123.495	Juvenile Delinquent Care	\$105,000

Revenue:

To: A3642	State Aid- Emergency Assistance	\$ 52,500
From: A3623	State Aid – Juvenile Delinquent Care	\$ 52,500

Sincerely,

Lucille A. Soldato
Commissioner of Social Services

Cc: T. Keeler

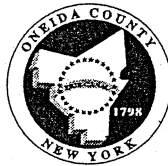
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 8/21/12

Anthony J. Picente, Jr.
County Executive

Lucille A. Soldato
Commissioner



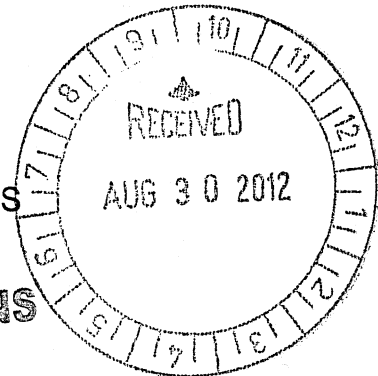
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501

August 20, 2012

FN 20 72-347

HEALTH & HUMAN SERVICES

WAYS & MEANS



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

Dear Mr. Picente:

Social Services requests a transfer from the A6011.49537, Children and Adult Services, CAC contract account to A6011.102, temporary help account. A Principal Account Clerk position which was budgeted as a contract position was filled under temporary help. Consequently, funds need to be transferred from the contract account to temporary help account.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfer:

To:	A6011.102 Children & Adult Services – Temp Help	\$5,200
From:	A6011.49537 Children & Adult Services – Contracts	\$5,200

Sincerely,

Lucille A. Soldato
Commissioner

Cc: T. Keeler

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

Anthony J. Picente, Jr.
County Executive

Date 8/21/12

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

August 8, 2012

FN 20 12-348



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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Mr. Picente:

Enclosed please find a request from the Mayor of Rome requesting that the county consider deeding its interest in 309 and 311 Lynch Street for an expansion of Uvanni Park.

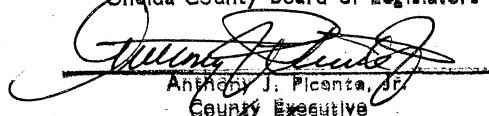
These properties have been to sale for nonpayment of taxes in the past and no longer appear to be candidates for the taxable portion of the roll.

Given the worthy public purpose served, and that the request likely fulfills each parcel's highest and best use, we recommend that the county transfer its interest in the two parcels to the City of Rome for attachment to Uvanni Park - pursuant with NYS General Municipal Law 72-h.

Sincerely,

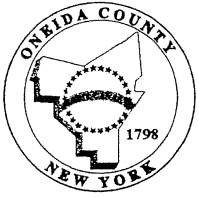

Anthony Carvelli
Commissioner of Finance

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


Anthony J. Picente, Jr.
County Executive

Date 8/9/12

AC/bad



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

September 6, 2012

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

FN 20 12-349

WAYS & MEANS

Dear Chairman Fiorini:

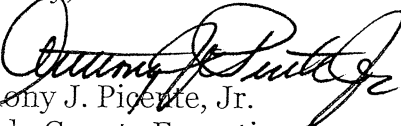
In accordance with Local Law #1 of 1991, I am required to submit three names to serve on the Oneida County Board of Ethics.

Therefore, I submit the names of Darlene Burns to serve a one year term, Micahel Damsky to serve a two year term and Elis Delia to serve a three year term on the Oneida County Board of Ethics, such appointment to take effect upon the date of the confirming resolution of the Board of Legislators.

I respectfully request the Board's confirmation of this appointment at its October 10, 2012 regular session

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

Sincerely,


Anthony J. Picente, Jr.
Oneida County Executive

Cc: Michael Damsky
Darlene Burns
Elis Delia
Lawrence Sardelli

Office of the Sheriff

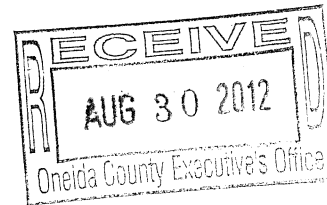


County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol



FN 20 12 - 350

August 27, 2012
The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida Office Building
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Dear County Executive Picente:

After careful review of Local Law No. 5 of 2012, I am strongly recommending some amendments to it in order for the Sheriff's Office to adequately manage the dealers of secondhand articles county wide. The requested amendments will allow for dealers to electronically file their required reports and to also allow for the Sheriff to charge a fee for the required background checks to cover our costs. These amendments will make this solid local law more effective and more efficient.

If you find the attached amendments acceptable, please forward them to the Board of Legislators for their approval. 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
Oneida County Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 9/4/12

Cc/file

District Attorney Scott McNamara
Assistant District Attorney Todd Carvelle

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 BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:
2ND BY:

RE: A LOCAL LAW AMENDING LOCAL LAW NO. 5 OF 2012 REGULATING DEALERS OF SECONDHAND ARTICLES

Legislative Intent: To allow for electronic filing of required reports, per the recommendation of the Oneida County Sheriff. Also, to allow the Oneida County Sheriff to charge a fee for the required criminal background checks, per the recommendation of the Oneida County Sheriff. The amendments will make the regulations more effective and more cost efficient.

BE ENACTED BY THE COUNTY LEGISLATURE OF ONEIDA COUNTY AS FOLLOWS:

That sections 3(c)(2) and 4(b) of Local Law No. 5 of 2012 shall be amended by the deletion of all matters that are in italics and *(parenthesis)* and the addition of all matters in bold and **underlined** as set forth below, and the amended law, in its entirety, shall now read as set forth below:

Section 1. Definitions

(A) "Secondhand Dealer"

Means any person, corporation, partnership, unincorporated association and the agents or employees or such entities, engaged in the commercial exchange, purchase and/or sale of secondhand articles for any purpose and of whatever nature, including but not limited to any person dealing in the purchase or sale of any secondhand radios, televisions, household appliances, either electric or mechanical, automobile accessories or parts, including tires, office furniture, business machines and secondhand articles of whatsoever nature, or dealing in the purchase or sale of any secondhand manufactured article composed wholly or in part of gold, silver, platinum or other metal, or in the purchase or sale of old gold, silver or platinum, or dealing in the purchase of articles or things comprised of gold, silver or platinum for the purpose of melting or refining, or engaged in melting precious metals for the purpose of selling, or in the purchase or sale of pawnbrokers' tickets or other evidence of pledged articles or, not being a pawnbroker, who deals in the redemption or sale of pledged articles.

Exemption: This ordinance shall not apply to or include the following:

- (a) The sale of secondhand goods where all of the following are present:
 - (1) The sale is held on property occupied as a dwelling by the seller or owner or rented or leased by a charitable or non-profit organization (i.e. – yard sale, moving sale, garage sale and the like); AND

- (2) The items offered for sale are owned by the occupant or seller; AND
- (3) That no sale exceeds a period of ninety-six (96) consecutive hours; AND
- (4) That no more than three (3) sales are held in a any twelve (12) month period; AND
- (5) That none of the items offered for sale shall have been purchased for resale or received on consignment for purpose of resale.

(b) The sale of secondhand books or magazines.

(c) The sale of goods at an auction held by a licensed auctioneer.

(d) Goods sold as bonafide antique, used furniture, used clothing or used baby/children store (i.e. – a business in which at least seventy-five percent (75%) of the business’ revenue is derived through the sale of antiques, used furniture or used clothes or used baby/children’s (under the age of ten (10)) items-, such as rattles, dolls, trucks, playpens, bouncy seats, strollers, toys, etc.). Electronic items and games for electronic items are NOT part of this exemption.

(e) Any transaction involving secondhand items regulated by state or federal law, or regulated by any city, town or village law.

(f) Any not-for-profit or charitable organization that receives or sells secondhand articles.

(g) Any junk dealer licensed pursuant to article 6 and/or article 6-C of the New York General Business Law.

(B) “Applicant”

Mean any owner(s) of the secondhand dealer business.

(C) “Identification”

Means an official document issued by the United States government, any state, county, municipality or any public agency of department thereof or any public employer, which contains a photographic image of said person.

Section 2. Legislative Finding and Purpose

The residents of the County of Oneida have a significant interest in discouraging theft and the sale of secondhand stolen articles. There has been an increase in incidents of property theft and with the increase in price of precious metals and gems and the ease with which some secondhand dealers buy and sell precious metals or gems without requiring identification or proof of ownership, there is significant opportunity for persons involved in property theft to dispose of stolen property to these secondhand dealers. Since secondhand dealers, while serving a legitimate function, are often used by persons to dispose of stolen goods, there must be controls and regulations placed on the purchase of such articles in order to protect the property rights for the residents of Oneida County and aid law enforcement in their efforts to recover stolen property and identify suspects. It the intent of this Local Law to regulate these commercial outlets by requiring these individuals to register their businesses and to keep records of transactions relating to the merchandise herein specified. These requirements would assist in the recovery of stolen items, the detection and apprehensions of persons involved in various crimes and discourage secondhand dealers from accepting property they suspect to be stolen; thereby greatly reducing the market for stolen goods and discouraging theft.

Section 3. Written Records

(a) Information required.

Except as otherwise provided in Section 4, no Secondhand Dealer may acquire an item specified herein, whether within the physical place of business or off site, within Oneida County, unless such Secondhand Dealer has requested, obtained and recorded the following information in English:

- (1) The amount paid, advanced or loaned for the article;
- (2) A detailed, complete and accurate description of the article including identifying marks;
- (3) If applicable, the article's serial number, make and model number;
- (4) In the case of precious metals, jewelry, gems or precious stones, a photograph of the article;
- (5) Identification information, as described in Section 3b, of the person offering the article for sale;
- (6) The date, time and place of the transaction;
- (7) A bill of sale and/or receipt MUST be given. Any bill of sale and/or receipt must be numbered in consecutive order and issued in the same order.

(b) Identification Information

Every Secondhand Dealer MUST request identification from the seller and compare the photographic image to the seller to verify the identity when acquiring an item specified herein. The Secondhand Dealer shall record the name, date of birth, address or current address (if different than that on the identification) and the identification number (i.e. – motorist identification number on a driver's license) of the seller. For all acquisitions the Secondhand Dealer, whether on or off premises, MUST make a photocopy of the front of the identification. However; if the acquisition is made from another Secondhand Dealer, then the Secondhand Dealer purchasing the item shall record the date, time, business name and address of the Secondhand Dealer selling the item and the number of days the item was held prior to the acquisition. Purchases between Secondhand Dealers do not require photographic identification as stated above.

(c) Records Retention/Inspections

- (1) Every Secondhand Dealer shall maintain the information required pursuant to this section in a secure location for minimum period of five (5) years. Every Secondhand Dealer shall allow any records kept pursuant to this Local Law and all article of secondhand merchandise therein, to be examined during normal business hours by any member of the Oneida County Sheriff's Office (OCSO) or other police agency. Computerized records can be used to satisfy the requirements of this Local Law provided that such records include the information herein and are available for inspection in printed format upon request.
- (2) Additionally, every Secondhand Dealer shall **electronically report each article purchased using a computer program approved by the OCSO. Such reporting will include the required information described in subsections (a) and (b) of this section of this Local Law. In the absence of an approved real time reporting system, the reporting shall occur** every Friday, before the hour of 10:00 AM, on electronic forms provided by the OCSO, forward a correct copy of records as detailed by Section 3, subparagraphs (a) and (b), of all articles purchased within the preceding seven (7) day time period and MUST deliver this form via e-mail to an address designated by the OCSO. Photographs, jewelry, gems and precious stones are NOT to be transmitted with these records. Further, nothing in this section shall be construed as to prevent the OCSO from requesting the form required hereunder to be filed on such other date or at such other times and frequency as exigency or law enforcement need may require. **The Sheriff shall establish by rule the format and requirements of the**

transmission of data and may restrict the scope of the items that are to be electronically reported.

A Secondhand Dealer, when notified by the OCSO or other law enforcement agency that property in his/her possession is stolen or alleged to be stolen, shall take immediate steps to secure that property and such item shall be marked "POLICE STOP". Thereafter, such property shall not be sold or removed from the premises until notification is made to the dealer in writing by the OCSO or other law enforcement agency allowing such removal or sale.

Section 4. Application for Secondhand Dealers License

- (a) Every Secondhand Dealer as defined in Section 1 herein, shall apply for a Secondhand Dealer's license with the Oneida County Sheriff's Office. The fee for this application will be \$75.00 and is renewable on a calendar year basis. The application shall be made on a form supplied by the Sheriff of Oneida County and shall include but not be limited to the following information; the name, address and telephone number of the business owner, the name, address and telephone number of the operator of such business; if different than the owner. The application shall also include the location and telephone number of the business and a statement of the days and hours during which such business shall be customarily open to the public. Any change in such information shall be immediately transmitted to the Sheriff of Oneida County in the same manner as the original application. The applicant shall also provide a certificate from the sealer of weights and measures of the County of Oneida certifying that all weighing and measuring devices have been examined and approved pursuant to law.
- (b) When an application is filed the applicant must submit to fingerprinting by the Oneida County Sheriff's Office for the purpose of obtaining a criminal history record check through the New York State Division of Criminal Justice Services/FBI. The OCSO is hereby authorized to require from such applicants fingerprint identification cards, signed waivers or consents permitting inquiry into the criminal history of applicants and fees required by **both** the New York State Division of Criminal Justice Services **and the OCSO.**
- (c) Where such applicant(s) has been convicted of a crime that involves theft, larceny, burglary, robbery, and possession of stolen property or any other fraudulent dealing within the past ten (10) years, said application is subject to denial upon a review consistent with the provisions of article 23-A of the New York Corrections Law.
- (d) Any Secondhand Dealer license holder that is convicted for crimes as described in section 4, subparagraph (c) above is subject to forfeiture and revocation of such license upon a review consistent with the provisions of article 23-A of the New York Corrections Law.
- (e) The OCSO may deny an application, and any Secondhand Dealer license holder may have their license revoked, for any of the following reasons:
 - (i) Fraud, misrepresentation or false statements in the application for license;
 - (ii) Fraud, misrepresentation or false statements made in the course of carrying on the licensed business;
 - (iii) Any violation of this Local Law;

- (iv) conviction of a crime that involves theft, larceny, burglary, robbery, and possession of stolen property or any other fraudulent dealing within the past ten (10) years, subject to a review consistent with the provisions of article 23-A of the New York Corrections Law.
 - (v) Conducting the licensed business in an unlawful manner, or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- (f) Upon a denial or revocation of a license, the application fee shall not be refunded. Any applicant refused a license, or any licensee whose license is revoked, may apply in writing within five (5) business days to the OCSO for a hearing before a hearing officer appointed by the Oneida County Sheriff. The hearing officer shall conduct a hearing and shall issue a written recommendation to the Sheriff within five (5) business days of the hearing. The Sheriff shall review the written decision of the hearing officer and inform the applicant or licensee in writing whether the initial decision of denial or revocation shall stand or shall be reversed.
- (g) Every person to whom a license has been granted pursuant to this Local Law, while exercising or utilizing his/her license, shall exhibit said license on request of any individual.
- (h) A license issued under this Local Law shall not be assignable. Any holder of such a license who permits it to be used by any other person, and any person who uses such license granted to any other person, shall be guilty of a violation of this Local Law and shall be subject to the penalties set forth here within.
- (i) No applicant to whom a license has been refused or who has had a license revoked shall make further application until a period of at least one (1) year shall have elapsed since the last previous revocation or rejection, unless the applicant can show that the reason for such revocation or rejection no longer exists.

Section 5. Disposal, Re-sale, Alteration

Until the seventh (7th) day next following its acquisition, no Secondhand Dealer shall; (a) sell, trade, transfer, remove from the local business premises or otherwise dispose of any item specified herein; (b) alter in any fashion any item specified herein, or (c) commingle any such item with similar items, but shall maintain all such items in a manner so as to be easily identified as to the transaction in which is was acquired.

Section 6. Penalty

A Secondhand Dealer who willfully fails to comply with the provisions of Section 3, 4, or 5 shall be guilty of a Class A misdemeanor and subject to a penalty as set forth in the applicable provisions of New York State Penal Law. Any business licensed as a Secondhand Dealer business that has a repeat conviction of this law by anybody working for such business, including the applicant(s) themselves and any employees or associates will be grounds to revoke the license of the individual, association, corporation or business that is licensed as a Secondhand Dealer. In addition to the above-provided penalties, the OCSO may maintain an action or proceeding in a court of competent jurisdiction to compel compliance with the provisions of this Local Law or to restrain by injunction any offense against the provisions of this Local Law.

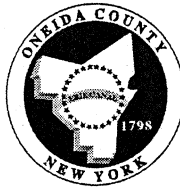
Section 7. Severability

If any provision, sentence or clause of the local law is held unconstitutional, illegal or invalid, such findings shall not affect or impair any the remaining provisions, sentences or clauses or their application to persons and circumstances.

Section 8. Effective Date

The local law shall become effective immediately pursuant to the provisions of the Municipal Home Rule.

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 Email: personnel@co.oneida.ny.us
Web site: www.ocgov.net

September 6, 2012

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

FN 20 12-351

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

Attached is correspondence from Frank J. Furno, Esq. and his request to hire create two (2) new positions, one (1) full time Assistant Public Defender II (Gr. 41P Step 1 at \$53,169) and one (1) Senior Office Specialist I (Gr. 12W Step 1 at \$18,924) in the Oneida County Public Defender – Civil Division.

Much of the funding for these positions will be drawn from the Indigent Legal Services Fund grant made for the time period of 6/1/12-5/31/15.

The full time attorney position will be created to replace an already existing part-time attorney position (Joseph Cirusuolo). The need for this upgrade is to support the increase in caseload commitments for both Utica and Rome, up over 36% from 2006 through 2011.

The Senior Office Specialist I position will replace a staff stenographer position that was left vacant by retirement in 2010.

These new positions in the department of Public Defender – Civil Division will need to be created by the Board of Legislators.

If you agree, please forward this to the Board of Legislators for their action.

Thank you.

Sincerely,

John P. Talerico
Commissioner of Personnel

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

Anthony J. Picente, Jr.
County Executive

Date

9/6/12

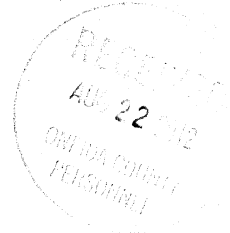
ONEIDA COUNTY PUBLIC DEFENDER

~CIVIL DIVISION~

Anthony J. Picente, Jr.
County Executive

Oneida County Office Building
800 Park Avenue, 9th Floor
Utica, NY 13501
Tel.: (315) 266-6100
Fax.: (315) 266-6105
Email: pdcivil@co.oneida.ny.us

Frank J. Furno, Esq.
Public Defender, Civil



August 21, 2012

John Talerico
Commissioner of Personnel
800 Park Avenue, 3rd Floor
Utica, New York 13501

Re: New Positions – Public Defender - Civil

Dear John:

41

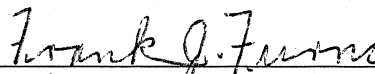
Public Defender – Civil seeks authorization for two new positions, a full-time Assistant Public Defender III Attorney – Civil (P46, Step 1) and a full time Senior Office Specialist I – Civil (W12, Step 1). Much of the funding for these positions will be drawn from the Indigent Legal Services Fund grant made for the time period from June 1, 2012 – May 31, 2015. Attached is a copy of the spreadsheet developed by the Oneida County Budget office whereon I have highlighted the anticipated costs for these Public Defender – Civil positions.

In actual fact, the full time attorney position is an upgrade from an already existing part-time attorney position held by Joseph Cirusuolo (currently 1173, 004). We have the need for this upgrade as both our Utica and Rome caseload commitments have been increased not only by number of applications for service (up over 36% from 2006 through 2011), but also by a recent increase in the number of courtrooms in which our office must provide coverage (Surrogate Court Judge Gigliotti serving as Acting Family Court Judge and the return of the Hon. Frank S. Cook as Judicial Hearing Officer).

With regard to the Office Specialist I position, we seek to replace and re-establish this staff position that was left vacant by the retirement of the last known Oneida County stenographer in November of 2010 (1173, 007). As applications and ancillary services continue to increase in both Utica and Rome, there is a clear need for this position.

We ask that the positions be approved and slated to begin with the pay period commencing September 27, 2012. Please advise. If you require anything further, we are at your service.

Very truly yours,



Frank J. Furno, Esq.
Public Defender-Civil Division

FJF/efc

cc: Anthony J. Picente, Jr., County Executive
Tom Keeler, Budget Director

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

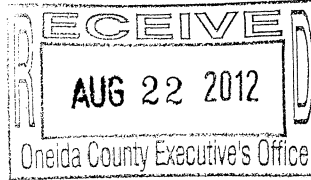
Scott D. McNamara
District Attorney

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

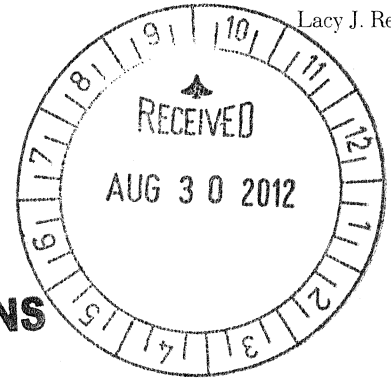
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
Lacy J. Redwine



August 15, 2012

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

FN 20 12-352
PUBLIC SAFETY



Dear Mr. Picente:

The Oneida County District Attorney's Office was successful in obtaining a grant from the New York State Division of Criminal Justice Services. The grant is in the amount of \$5,000.00. The grant money will be used by the Child Advocacy Center for training of personnel during forensic interviewing of children. There are no matching county funds required.

By this letter, I am hereby requesting a supplemental appropriation in the amount of \$5,000.00 for the 2012 fiscal year to be appropriated as follows:

TO:

A – A1165.425 – Training and Special Schools \$5,000.00

This supplemental appropriation is fully supported by unanticipated revenue in:

RA – A4321.1 – US DOJ JAG Forensic Interviewing \$5,000.00

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

Thank you.

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

Anthony J. Picente, Jr.
County Executive

Date 8/22/12

SDM/jb

Very truly yours,

Scott D. McNamara
Oneida County District Attorney

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY
Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
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Kurt D. Schultz
Kara E. Wilson
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
Lacy J. Redwine

August 21, 2012

FN 20 12-353

PUBLIC SAFETY

WAYS & MEANS

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

Dear Mr. Picente:

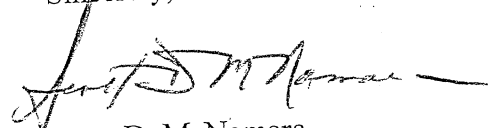
Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$48,500.00. The grant period is from April 1, 2012 through March 31, 2013. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

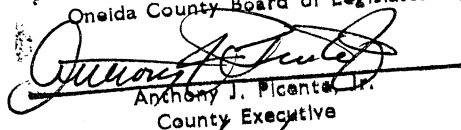
Thank you for your time and assistance in this matter.

Sincerely,



Scott D. McNamara
Oneida County District Attorney

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



Anthony J. Picente, Jr.
County Executive

Date

9/4/12

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

Aid to Prosecution

Proposed Dates of Operation:

04/01/12 – 03/31/13

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

Funds will be used to enhance the prosecution of repeat violent and serious felony offenders by maintaining increased levels of experienced prosecution personnel who will seek to minimize the plea-bargaining option and to impose the maximum sentence for such defendants.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$48,500.00

Account #:

A2201

A1165.101

Oneida County Dept. Funding Recommendation:

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

\$48,500.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

ONEIDA COUNTY SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
Acting through Oneida
County District Attorney

(Hereinafter referred to
as the County)

FUNDING SOURCE

NYS Division of Criminal Justice
4 Tower Place
Albany, New York 12203-3702

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: 04/01/12
To: 03/31/13

COUNTY RESOLUTION NO.

Adopted on:

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved	Matching
Budget: \$48,500.00	Funds:	Funds: \$0

GENERAL LIABILITY INSURANCE:

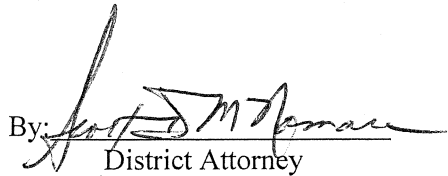
\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County District Attorney, and the Service Provider referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: 
District Attorney

Approved as to form

By: _____
Oneida County Attorney

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 4 Tower Place Albany, NY 12203</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> T128042 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> Aid to Prosecution <u>DCJS NUMBERS:</u> AP12128042 <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 04/01/2012 TO 03/31/2013 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$48,500.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

AP12-1032-D00

Oneida County

08/21/2012

AGREEMENT**STATE OF NEW YORK****AGREEMENT**

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the

CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

AP12-1032-D00

Oneida County

08/21/2012

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

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

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

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

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

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

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

shall control.

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

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

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

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

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

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

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

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

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

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

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

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

Telephone: 518-292-5250

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

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

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

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

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

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

December 2011

Certified by - on

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

AP12-1032-D00

Oneida County

08/21/2012

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:

www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller. An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract which result in a change of 10 percent or less to any budget category, the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.

2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

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

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter; Report Due

January 1 - March 31; May 15

April 1 - June 30; August 15

July 1 - September 30; November 15

October 1 - December 31; February 15

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

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have

an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

VER:05/05/10

Certified by - on

Award Contract

Aid to Prosecution

Project No.**Grantee Name**

AP12-1032-D00

Oneida County

08/21/2012

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorney - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney - approx 50% of salary	1	\$48,500.00	\$48,500.00	\$48,500.00	\$0.00
Justification: To enhance the prosecution of repeat violent and serious felony offenders. Experienced personnel will seek maximum sentences which will minimize the plea bargaining option.						
Total				\$48,500.00	\$48,500.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$48,500.00	\$48,500.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$48,500.00	\$48,500.00	\$0.00

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

AP12-1032-D00

Oneida County

08/21/2012

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.state.ny.us/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule

PAYMENT and PAYMENT DUE DATE

- 1: Pending appropriation, 30 days after commencement date of contract with proper documentation or upon

receipt of proper documentation, whichever is later.

2-4: Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and 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, 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 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. Contractor acknowledges that it will not receive payment on any invoices 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.

VER012510

Certified by - on

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

AP12-1032-D00

Oneida County

08/21/2012

APPENDIX D - Work Plan**Goal**

Enhance investigations and vertical prosecutions through increased efficiency of the Prosecutor's office resulting in decreased violent crime and safer communities

Objective #1

To maintain experienced prosecutors utilizing funds as outlined in Appendix B, and limit their caseloads to maintain a policy of vertical prosecution

Task #1 for Objective #1

Establish and implement a policy to screen all felony cases utilizing the established criteria for assignment to the Aid to Prosecution Program, and designate experienced prosecutors to handle these cases

Performance Measure

- 1 Names and years of experience of personnel funded under the Aid to Prosecution program & update quarterly if any changes
- 2 Approximate percentage of time personnel are dedicated to ATP cases
- 3 Number of Indictments including SCIs (Superior Court Information)
- 4 Number of Indictments/SCIs designated as ATP cases
- 5 Number of ATP dispositions
- 6 Number of ATP sentences
- 7 Percentage of cases where vertical prosecution is used

Objective #2

To reduce crime through investigations and enhanced vertical prosecution by targeting violent and non-violent felony crimes

Task #1 for Objective #2

Target repeat and serious felony offenders in the following order of priority: 1 Repeat offenders, as defined by Penal Law Article 70, and charged with a violent felony classification of robbery, rape, burglary, homicide or aggravated assault. 2 Violent felony offenders including but not limited to defendants charged with the following violent felony offenses: murder, murder or assault of a police/peace officer, manslaughter, assault, kidnapping, rape, arson, sodomy, sexual abuse, robbery, burglary, criminal possession of a weapon and criminal sale or use of a firearm. 3 Repeat offenders charged with a non-violent felony offense. 4 All other felony offenders including but not limited to defendants charged with the following offenses: narcotics offenses, burglary, forgery, grand larceny, criminal possession of stolen property, robbery, assault, sex offenses, and offenses involving firearms.

Performance Measure

- 1 Average case processing time for cases closed this period (Superior Court Arraignment to Final disposition)
- 2 Submit data regarding the number of diversions as alternatives to incarceration
- 3 The percentage of cases sentenced to incarceration (state and local)

accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Participating grantees agree to submit information through NYSPIN on guns seized, recovered, or found. 'GGUN' submissions for crime guns will be automatically forwarded to the NYSP Crime Gun ClearingHouse and ATF.

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

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

UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Participating police departments receiving IMPACT funds will submit monthly progress reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury, the number of shooting victims, the number of individuals killed by gun violence, the number of firearms recovered, and the number of firearms submitted to the lab for entry into NIBIN.

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

AP12-1032-D00

Oneida County

08/21/2012

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement of OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

The District Attorney shall submit a completed "Part A" of the Indictment and Prosecution Report 1020 form, to the Division of Criminal Justice Services, Felony Processing Unit, for each defendant, within 15 days of grand jury action or the filing of a superior court information. The District Attorney shall submit a completed "Part B" of the Indictment and Prosecution Report, 1020 form, to the Division of Criminal Justice Services, Felony Processing Unit, for each defendant, within 15 days following pronouncement of sentence (if the defendant was convicted of any count in the indictment or superior court information) or the final disposition (if the defendant was not convicted of any counts in the indictment). The District Attorney shall mark the appropriate box (ATP/TCI cases) on Indictment and Prosecution Report, 1020 form submitted to the Division of Criminal Justice Services, Felony Processing to identify those cases that are Aid to Prosecution funded cases.

On a quarterly basis the Grantee will provide written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

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

Notwithstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly progress reports, for purposes of this grant award, grantees should submit progress reports as follows: Four (4) progress reports for contracts of \$100,000 or more Two (2) progress reports for contracts between \$1 and \$99,999

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

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

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in



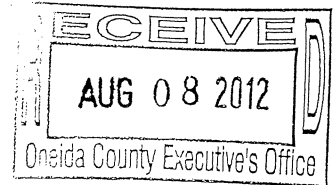
Sheriff Robert M. Maciol
Undersheriff Robert Swenszkowski

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

August 7, 2012

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

FN 20 12-354



PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

The Sheriff's Office has been provided funds under a contract from Global Tel Link to be used to purchase surveillance camera enhancements in the Jail. In addition to a commission, Global Tel Link provides a sign on commitment to this Office. This program is part of the inmate telephone system and calling program.

We have received \$20,000. See the attached audit trail. A separate revenue account has been established for this purpose and a supplemental appropriation will allow for a purchase supporting surveillance camera enhancements in the Jail.

The Supplemental Appropriation Request is as follows:

A3150.493	Maintenance, Repair, and Service Contracts	\$20,000
A2722	Reimburse from Global Tel Link	\$20,000

Thank you for your anticipated support of this request.

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 8/9/12

cc: Tom Keeler, Budget Director

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

Voucher	Invoice	Gross Amount	Discount	Net Amount
B0282699	Tech Grant Year 1	20,000.00	0.00	20,000.00
		20,000.00	0.00	20,000.00



2609 Cameron Street
Mobile, Alabama 36607

WELLS FARGO BANK, OHIO, NA

56-382
412

302336

CHECK NO.
302336

AMOUNT

DATE

CHECK AMOUNT

07/25/12 USD *****20,000.00

Twenty Thousand Dollars And No Cents

TO THE
ORDER
OF

Oneida Co Sheriff's Office
Correction Division
Attn: Chief Gabrielle Liddy
6075 Judd Road
Oriskany, NY 13424

GLOBAL TEL * LINK

⑈302336⑈ ⑆041203824⑆9600050848⑈



Sheriff Robert M. Maciol
Undersheriff Robert Swenszkowski

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

August 7, 2012

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

FN 20

12-355



PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of the attached contract with Madison-Oneida BOCES Safe Schools/Healthy Students Initiative. This contract will pay for (1) Deputy currently used as a School Resource Officer. The School Resource Officer position is already incorporated and funded in the 2012 budget.

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 8/9/12

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

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6065 Judd Road Oriskany, NY 13424
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Fax (315) 736-7946

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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: Madison-Oneida BOCES

Title of Activity or Service: One School Resource Officer

Proposed Dates of Operation: September 1, 2012 – June 30, 2015

Client Population/Number to be Served: Students and Families grade 5-12 at the Alternative Education building in Verona, NY.

Summary Statements

- 1) **Narrative Description of Proposed Services:** School Resource Officer Services
- 2) **Program/Service Objectives and Outcomes:** To create a safe and secure setting for the educational process to take place within a school environment and to engage the services of an School Resource Officer to deal with problems in this environment.
- 3) **Program Design and Staffing:** 1 Full Time Deputy

Total Funding Requested: \$201,000

Account #: A3120.101 and A3120.800

Oneida County Dept. Funding Recommendation: Recommend Funding

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

Cost Per Client Served: N/A

Past Performance Data: This has been a very good program.

Oneida County Department/Office Staff Comments: Since this has been a very good program, we recommend funding.

AGREEMENT
BETWEEN
THE ONEIDA COUNTY SHERIFF'S OFFICE
AND
MADISON-ONEIDA BOARD OF COOPERATIVE EDUCATION SERVICES (BOCES)

This Agreement dated the 1st day of Sept. , 2012 by and between the **Oneida County Sheriff**, a public officer duly elected under the laws of the State of New York, 6075 Judd Road, Oriskany, New York, 13424, hereinafter referred to as "**Sheriff**", the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, hereinafter referred to as "**County**" and **Madison-Oneida BOCES**, 4937 Spring Road Verona, New York, 13478 hereinafter referred to as the "**District.**"

WITNESSETH

WHEREAS, the District wishes to secure the services of a School Resource Officer (SRO) for the **2012-2015** school years, to serve as a law enforcement officer, role model and resource to students and families at the 5-12 Alternative Education building, Verona and related BOCES programs, and

WHEREAS, the Sheriff, the County and the District wish to enter into a partnership to provide law enforcement and other appropriate services to the students, staff, and faculty of the 5-12 Alternative Education building and related BOCES programs, and

WHEREAS, the Sheriff has the personnel possessing the requisite skills and expertise to provide such services to the District

NOW THEREFORE, in consideration of the mutual promise made herein, the Sheriff, the County and the District agree as follows:

1. The Sheriff agrees to assign a Uniformed Officer as a School Resource Officer (SRO) in the 5-12 Alternative Education building in Verona, NY according to a schedule to be established by mutual Agreement between the Sheriff and the District.
2. The SRO will be under the direct supervision of a designated member of the Sheriff's Law Enforcement Division and such SRO shall coordinate his/her activities at the district with the BOCES Director of Alternative and Special Education Programs.
3. The SRO's duties shall be as follows:
 - a. Provide information about available and appropriate community services to students and their families.

- b. Act as a role model and guide students toward community activities that promote character education and prevent delinquency.
- c. Develop and conduct educational crime prevention programs.
- d. Train students in conflict resolution, restorative justice, crime awareness and anger management.
- e. Prevent juvenile delinquency through close contact with students, their families, and school personnel.
- f. Participate in or attend school functions when invited and time permits.
- g. Inform students of their rights and responsibilities as lawful citizens, counsel them in special situations, and answer any questions that they may have about criminal or juvenile law enforcement.
- h. Consult with school administration and faculty on law enforcement issues.
- i. Maintain records of all student and family contacts. Forms will be developed cooperatively between the SRO and the District. Such records must be submitted to the District Superintendent by the SRO on a monthly basis.
- j. Provide security for special school events or functions at the request of either one or both building principals.

4. The Sheriff further agrees as follows:

- a. To provide a School Resource Officer who:
 - i. Possesses a minimum of 40 hours of specialized SRO training.
 - ii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system.
 - iii. Demonstrates:
 - Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
 - Ability to relate to youth, especially the “at risk” and “special needs” populations;
 - Working knowledge of social service providers and other community justice and school resources;
 - Ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - A genuine interest in at-risk youth.

- Meets all education and experience requirements set forth by Oneida County and New York State.
- b. Ensure that the SRO spends an average of 30 hours per week on-site at the 5-12 Alternative Education building in Verona, NY between September and June when school is in session.
 - c. Submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
 - d. Submit quarterly vouchers to the District for services rendered.
 - e. Cooperate with the District to implement the SRO program with the least possible disruption to the educational process.
5. The District's responsibilities under this program are as follows:
- a. Implement the SRO program in accordance with guidelines established by the parties as more fully detailed within this agreement.
 - b. Designate an employee as the School Representative through which day to day business contact will be conducted with SRO.
 - c. Provide the SRO with full access to school facilities, personnel and students.
 - d. Ensure that school personnel, school board members, students and parents are informed of the duties and presence of the SRO on campus.
 - e. Provide time and appropriate space for the SRO to conduct approved staff, student and parent training.
 - f. Provide space for the SRO to store instructional materials and perform necessary tasks directly related to the SRO program.
 - g. Evaluate the program and administer annual assessment of partnership/program.
 - h. Make recommendations and program adjustments as appropriate.
6. The Sheriff, the County and the District agree to comply with the regulations set forth in the Family Education Right to Privacy Act (FERPA).

7. The Sheriff, the County and the District agree to adhere to the District's School Resource Officer Policy, which policy incorporated into and made a part of this agreement as Appendix A.
8. Any Amendments to this agreement require the written consent of all parties.
9. The agreement will be effective from **September 1, 2012 until June 30, 2015**, unless otherwise agreed by both parties.
10. In case of deficiencies of service or other SRO programmatic issues, the District will first develop an Action Plan, in concert with the Sheriff, to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this agreement with a thirty (30) day notice.
11. If circumstances arise that the Sheriff feels warrant termination of the agreement on his part, he must first address the issues in writing to the BOCES Director of Alternative and Special Education Programs. Subsequent meeting will be held and an Action Plan developed to resolve the issues. In the event that the issues cannot be resolved through these steps, the Sheriff reserves the right to terminate services and this agreement upon thirty (30) days written notice.
12. The District agrees to pay the Sheriff the sum of Sixty four thousand five hundred (\$64,500) for the 2012-2013 school year, Sixty seven thousand (\$67,000) for the 2013-2014 school year and Sixty nine thousand five hundred (69,500) for the 2014-2015 school year which amounts represent 100% of the replacement costs to the Sheriff. The payment would cover the normal work day and week (Monday-Friday, 7:30AM – 3:30PM). Maximum hours per week not to exceed (40). If additional coverage is needed beyond the normal (8) hour work day or (40) hour work week, the rate paid will be Sheriff's office current hourly rate for special details. Any incidental costs shall be covered by the Sheriff, such costs to include pager, vehicle, uniforms and ongoing training costs.
13. It is expressly agreed that the relationship of the School Resource Office (SRO) to the District shall be that of an independent Contractor. The Contractor shall not be considered an employee of the District for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
14. The District agrees to indemnify, save and hold harmless the County and the Sheriff, their agents, servants, employees and subcontractors from any claims, demands, causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and /or willful misconduct of the District, its agents, servants, employees or subcontractors in connection with the performance of this agreement, and to defend at its own cost, such action or proceeding. The County and the Sheriff mutually agree to indemnify, save and hold harmless the District, its agents, servants, employees and subcontractors from any

claims, demands causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the County and/or the Sheriff, its agents, servants, employees or subcontractors in connection with the performance of this agreement, and to defend at their own cost, such action or proceeding.

The District agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The District agrees to have the Sheriff and the County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Sheriff and the County with a certificate from said insurance company, or companies, showing coverage as hereinbefore required, such certificate to show the Sheriff and the County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the Sheriff and the County of at least thirty (30) days.

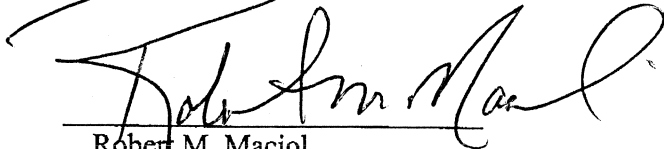
The County agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The County agrees to have the District added to said insurance policies as a named additional insured, as its interest may appear, and to provide the District with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the District as additional insured and to provide that such coverage shall not be terminated without written prior notice to the District of at least thirty (30) days.

IN WITNESS WHEREOF, the County, the Sheriff and the District have signed this agreement on the day and year first above written.

For Oneida County:


Anthony J. Picente, Jr.
Oneida County Executive

For the Oneida County Sheriff's Office:



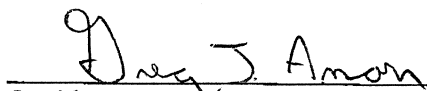
Robert M. Maciol
Oneida County Sheriff

For Madison-Oneida BOCES:



Jacklin G. Starks
District Superintendent

Approved as to Form



Dorey J. Amor
Oneida County Attorney



Oneida County Department of Planning

Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

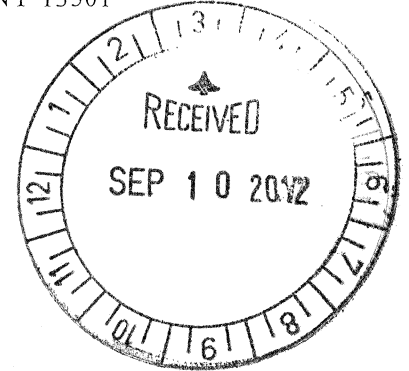
September 10, 2012

FN 20 12 - 356

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

**ECONOMIC DEVELOPMENT
 & TOURISM**

WAYS & MEANS



Re: NYS Office of Community Renewal (OCR) – Oneida County ADA/Section 504
 Grievance Procedure

Dear County Executive Picente:

Oneida County is a recipient of Community Development Block Grant (CDBG) funding through the New York State Office of Community Renewal (OCR) for a number of housing and economic development programs that come under the U.S. Department of Housing & Urban Development (HUD) regulations. These HUD regulations require Oneida County to establish specific grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of Section 504 related complaints. Additionally, this policy needs to be adopted and notice provided.

In consultation with the County Attorney, an Oneida County ADA/Section 504 Grievance Procedure was developed. Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to adopt this ADA/Section 504 Grievance Procedure for Oneida County.

I ask that you request that the Board of Legislators approve these actions at their **October 10, 2012**, regular meeting.

Should you have any questions regarding this matter please contact me.

Sincerely,

John R. Kent Jr.

John R. Kent, Jr.
 Commissioner of Planning

Cc: Edward P. Welsh
 Emil R. Paparella
 Rose Ann Convertino

Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by
Anthony J. Picente, Jr.
 Anthony J. Picente, Jr.
 County Executive
 Date 9/10/12

RE: AUTHORIZATION TO ESTABLISH AN ADA/SECTION 504 GRIEVANCE PROCEDURE FOR ONEIDA COUNTY AS REQUIRED BY THE NEW YORK STATE OFFICE OF COMMUNITY RENEWAL (OCR)

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from John R. Kent, Jr., Commissioner of Planning, requesting adoption of an ADA/Section 504 Grievance Procedure for Oneida County as required by the State of New York Office of Community Renewal (OCR), and

WHEREAS, Oneida County is a recipient of Community Development Block Grant (CDBG) funding for a number of housing and economic development programs that benefit low and moderate income residents, and

WHEREAS, The CDBG program regulations require the establishment of specific grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of Section 504 related complaints and will comply with the program requirements set forth in 24 CFR Part 570, as amended, and

WHEREAS, The CDBG program requires that this policy be adopted by recipients of CDBG funding and notice provided, now, therefore, be it hereby

RESOLVED, That Oneida County does hereby adopt the required ADA/Section 504 Grievance Procedure and Oneida County Executive Anthony J. Picente, Jr., is authorized to provide the required notice for the adopted policy.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:

AYES___NAYS___

COUNTY OF ONEIDA

ADA/SECTION 504 GRIEVANCE PROCEDURE

PURPOSE

The County of Oneida is committed to ensuring that people with disabilities are able to take part in, and benefit from the whole range of public programs, services and activities offered by the County. The County continues to modify its facilities, programs, policies, or practices, as necessary, to ensure such access is provided.

Title II of the Americans with Disabilities Act (ADA) and HUD's regulations under Section 504 of the Rehabilitation Act of 1974 require that public entities adopt and publish grievance procedures to assure the prompt and equitable resolution of complaints. The purpose of this grievance procedure is to promptly and equitably resolve any problems, complaints, or conflicts related to the County's ADA and Section 504 compliance.

CONTENTS

1. Who may file a grievance?
2. When should a grievance be filed?
3. What should the grievance include?
4. Where should I submit my grievance?
5. What if I need assistance filling out my grievance?
6. What happens after I file my grievance?
7. When will I receive a response?
8. What can I do if I am not satisfied with the coordinator's response?
9. Should I be concerned that a County officer or employee might retaliate against me if I complain?
10. What can I do if I am not satisfied with the results of the County's investigation?

1. WHO MAY FILE A GRIEVANCE?

You or your authorized representative may file an ADA or Section 504 grievance if you believe that:

- The County is not in compliance with the physical access requirements of the Americans with Disabilities Act or Section 504 related to its public facilities, housing, land or rights of way, or
- You or a specific class of individuals have been denied access to participate in County programs, services or activities on the basis of disability, or
- The County has otherwise violated the ADA or Section 504.

2. WHEN SHOULD A GRIEVANCE BE FILED?

You are encouraged to file your grievance within 30 days of the date you become aware of any alleged violation. If reasonable circumstances prevent you from filing your grievance within that time period, the County may accept your grievance later than 30 days after the alleged incident(s). Failure to report an alleged violation within 180 days may impact your ability to redress your grievance through this process.

3. WHAT SHOULD THE GRIEVANCE INCLUDE?

Your grievance may be filed either in writing or verbally and must include the following information:

- Your name, address and telephone number. If a representative is filing the grievance on your behalf, his or her name, address and telephone number must also be included.
- A description of the alleged access violation or other alleged violation of the ADA or Section 504.
- The date(s), time(s) and location(s) of the incident(s).
- If the incident(s) involved a County of Oneida employee(s), his or her name(s) should be included, if you know it.
- The name(s) and contact information of witnesses, if any.
- If your grievance is being filed on behalf of another person or a group of people, all of the grievants should be described or identified by name, if possible.
- The remedy you desire.
- Your signature or the signature of your authorized representative.

The County will make every reasonable effort to ensure that confidentiality is maintained throughout the complaint and investigation process, to the extent consistent with the law, adequate investigation, and appropriate corrective action. This means that the County will share information only on a need-to-know basis.

4. WHERE SHOULD I SUBMIT MY GRIEVANCE?

You may file your grievance with one of the County's designated ADA or Section 504 Coordinators. The Coordinators' titles, office addresses and telephone numbers are:

Commissioner of Public Works
6000 Airport Road
Oriskany, New York 13424
315-739-6213

Commissioner of Personnel
800 Park Avenue
Utica, New York 13501
315-798-5726

You may mail, fax or deliver your grievance in person.

5. WHAT IF I NEED ASSISTANCE FILLING OUT MY GRIEVANCE?

Grievances may be filed by mail, by phone or by delivery in person. Assistance is available from the Coordinators. You should contact the office of the appropriate Coordinator and request the type of assistance you need.

6. WHAT HAPPENS AFTER I FILE MY GRIEVANCE?

After receiving your grievance, the Coordinator, or his/her designee, will investigate. The investigation may include, but may not be limited to, interviews with: (a) you; (b) the person(s), if any, who was allegedly involved with the alleged violation; and (c) any other person the investigator believes to have relevant knowledge concerning your grievance. The investigator will also consider any written evidence that is given to him/her.

After completing a thorough investigation, the investigator will review the factual information gathered through the investigation to determine whether the ADA or Section 504 has been otherwise violated. The investigator will consider all of the factual information, all the circumstances, and the context in which any alleged incident(s) occurred.

The investigator will then prepare a written report which will include: (1) the results of the investigation; (2) a determination as to whether access requirements have been violated, or whether there have been other violations of the ADA or Section 504; and (3) any appropriate remedy which the County will provide. A copy of the report will be sent to you, and a copy will be sent to the appropriate Coordinator. The Coordinator will then issue a written response to the complaint.

7. WHEN WILL I RECEIVE A RESPONSE?

Within 15 days of the County's receipt of the grievance, you will receive a confirmation that it has been received and is being investigated. If you do not receive a confirmation within 15 days, please contact the appropriate Coordinator. Absent extenuating circumstances, all grievances will be investigated, and a response issued, within 90 days of receipt of the grievance. If a delay is expected, the Coordinator will notify you in writing of the reason(s) for the delay, and the date by which you will receive a response.

8. WHAT CAN I DO IF I AM NOT SATISFIED WITH THE COORDINATOR'S RESPONSE?

If you are not satisfied with the Coordinator's response, you may submit a verbal or written appeal within 20 days of your receipt of the response. Your appeal should detail the reasons you believe the findings to be in error. You may file your appeal with the County's designated ADA or Section 504 Appeals Officer. You will receive a written response within 30 days of the day you submit your appeal. The title, office address and telephone number of the County's designated ADA or Section 504 Appeals Officer is as follows:

Commissioner of Planning
321 Main Street
Utica, New York 13501
315-798-5710

9. SHOULD I BE CONCERNED THAT A COUNTY OFFICER OR EMPLOYEE MIGHT RETALIATE AGAINST ME IF I COMPLAIN?

The County will not retaliate against you for filing a grievance and will not knowingly permit retaliation by its officers or employees. The County will take reasonable steps to protect you from retaliation by others as a result of filing a grievance. Please let the Coordinator know immediately if you feel you are being retaliated against for filing a grievance.

10. WHAT CAN I DO IF I AM NOT SATISFIED WITH THE RESULTS OF THE COUNTY INVESTIGATION?

At any time during the investigation or process, you have the right to lodge a further complaint with the appropriate agency or department of the State or Federal government.

Using this grievance procedure is not a prerequisite to pursuing any of your other remedies. However, in the interest of a prompt resolution of alleged violations, the County encourages you to use this procedure in addition to any other available remedies you may choose.

Anthony J. Picente, Jr.
County Executive

Approved As To Form:

Gregory J. Amoroso
County Attorney

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6219
Fax: (315) 768-6299

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

September 7, 2012

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

FN 20 12-357

PUBLIC WORKS

WAYS & MEANS



RE: Agreement between the Towns and the City of Rome/Sherrill in Oneida County and the County of Oneida for Snow and Ice Control (2012/2014 Snow Season)

Dear County Executive Picente:

I have received a memo from Brian N. Scala, Deputy Commissioner of Highways and Bridges, requesting consideration and approval of the Agreements Between the Cities of Rome and Sherrill and the 26 Towns in Oneida County and the County of Oneida for the Control of Snow and Ice on County Roads for the 2012-2014 snow season. Attached is a sample copy of the Agreement and a chart showing reimbursement to each municipality with maps showing the roads including the mileages.

Under the 2012 County budget and the proposed 2013 County budget, the municipalities are receiving \$5,500 per mile making the total cost for the 2012-2014 snow seasons \$6,460,520 (\$3,230,260 per year).

If you concur with this request, kindly forward to the Public Works and Ways and Means Committees to review as their schedules permit, with presentation to the Board of Legislators to follow. Thank you for your consideration.

Sincerely,

Dennis S. Davis
Commissioner

Attach.

cc: Thomas Keeler, Budget
Joe Timpano, Comptroller
File

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

Anthony J. Picente, Jr.
County Executive

Date 9/11/12

Oneida Co. Department of Public Works
Division of Highways, Bridges
& Structures

Competing Proposal: NA
Only Respondent: NA
Sole Source: NA

**ONEIDA COUNTY BOARD
OF LEGISLATORS
CONTRACT SUMMARY SHEET**

Name of Proposing Organizations: Various municipalities in Oneida County.

Title of Activity or Service: Snow & Ice Control on County Roads - Agreements with participating municipalities from November 1, 2012 to April 30, 2014, (two snow seasons).

Client Population/Number to be Served: Oneida County Residents and those who travel on Oneida County Roads.

Summary Statements:

- 1) Narrative Description of Proposed Services: Towns to perform snow & ice control on Oneida County Roads per Agreements.
- 2) Program/Service Objectives & Outcomes:
- 3) Program Design and Staffing Level:

Total Funding Requested: \$3,230,260.00 per year.

Proposed Funding Source: Oneida County Expense Account #: D5142.495.

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments: This program is an effort to utilize existing resources to accomplish a common goal. The language in the Agreement has been updated by the Oneida County Attorney's Office since last season, not to exceed \$5,500.00/per mile, same as last year.

Contact Person: Brian Scala, Deputy Commissioner of Public Works – Division of Highways, Bridges, & Structures. (315) -793-6219

/ck

COUNTY SNOW D5142.495	2013-2014 SNOW SEASON	1ST HALF PYMT	2013	2ND HALF PYMT	2013-2014
1ST HALF PYMT	NOV. & DEC.	JAN.	TOWN MILEAGE	FEB - APR 2014	TOTAL
TOWNS	2013 AT 5500/MI	2014 AT 5500/MI	5500/MI	\$5500/MI DIV BY 2	PAYMENT
	DIV BY 2 X .60 =	DIV BY 2 X .40 =			Snow Season
	1650	1100	5,500.00		
ANNSVILLE	17.90	29,535.00	19,690.00	49,225.00	98,450.00
AUGUSTA	17.68	29,172.00	19,448.00	48,620.00	97,240.00
AVA	16.07	26,515.50	17,677.00	44,192.50	88,385.00
BOONVILLE	17.99	29,683.50	19,789.00	49,472.50	98,945.00
BRIDGEWATER	13.50	22,275.00	14,850.00	37,125.00	74,250.00
CAMDEN	25.49	42,058.50	28,039.00	70,097.50	140,195.00
DEERFIELD	17.46	28,809.00	19,206.00	48,015.00	96,030.00
FLORENCE	8.87	14,635.50	9,757.00	24,392.50	48,785.00
FLOYD	30.69	50,638.50	33,759.00	84,397.50	168,795.00
FORESTPORT	15.91	26,251.50	17,501.00	43,752.50	87,505.00
KIRKLAND	26.43	43,609.50	29,073.00	72,682.50	145,365.00
LEE	23.42	38,643.00	25,762.00	64,405.00	128,810.00
MARCY	29.66	48,939.00	32,626.00	81,565.00	163,130.00
MARSHALL	15.18	25,047.00	16,698.00	41,745.00	83,490.00
NEW HARTFORD	20.19	33,313.50	22,209.00	55,522.50	111,045.00
PARIS	28.20	46,530.00	31,020.00	77,550.00	155,100.00
REMSEN	21.86	36,069.00	24,046.00	60,115.00	120,230.00
ROME	13.42	22,143.00	14,762.00	36,905.00	73,810.00
SANGERFIELD	15.47	25,525.50	17,017.00	42,542.50	85,085.00
Sherrill	0.13	214.50	143.00	357.50	715.00
STEBEN	23.30	38,445.00	25,630.00	64,075.00	128,150.00
TRENTON	29.42	48,543.00	32,362.00	80,905.00	161,810.00
VERNON	26.18	43,197.00	28,798.00	71,995.00	143,990.00
VERONA	30.45	50,242.50	33,495.00	83,737.50	167,475.00
VIENNA	20.34	33,561.00	22,374.00	55,935.00	111,870.00
WESTERN	16.52	27,258.00	18,172.00	45,430.00	90,860.00
WESTMORELAND	35.21	58,096.50	38,731.00	96,827.50	193,655.00
WHITESTOWN	30.38	50,127.00	33,418.00	83,545.00	167,090.00
TOTAL	587.32	969,078.00	646,052.00	1,615,130.00	3,230,260.00
2012 Fiscal Yr Tot	581.40	5,500.00	3,197,700.00		

AGREEMENT FOR THE CONTROL OF SNOW AND ICE ON COUNTY ROADS

THIS AGREEMENT, made this ____ day of _____, 2012 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as "County" and the Town of Annsville, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called "Town".

WHEREAS, the County proposes the Town perform snow and ice control on the improved County road system located within the geographical boundaries of Town for an agreed-upon price and pursuant to agreed-upon terms and conditions, and

WHEREAS, the Town Board of the Town has adopted a resolution authorizing the Town to enter into this Agreement and thereby accepting the proposal of the County, now, therefore

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Town agree as follows:

1. The term of this Agreement shall be from November 1, 2012 to April 30, 2014.
2. The Town will perform snow and ice control on the improved County road system located within the geographical boundaries of the Town (hereinafter the "Roads").
 - a) The Town will keep the entire width of the pavement as reasonably free from snow and ice as weather conditions will allow and shall provide sufficient and suitable equipment, materials and personnel to maintain this condition at all times, starting operations with the beginning of storms and continuing them until the storms cease and the pavements are again as reasonably free from snow and ice as weather conditions will allow. Keeping the pavements reasonably clear of snow and ice will necessarily require keeping the shoulders clear also, to retard the formation of drifts and afford space for the safe plowing from the pavement in a succeeding storm.
 - b) The Town will make every reasonable effort to eliminate slippery conditions on the pavements, and will make every effort to ensure that steep hills, sharp curves, intersections, and straight sections will be sanded or otherwise treated to restore traction for reasonable and careful use.
 - c) The parties hereby agree that the Roads consist of 17.90 miles of the improved County road system located within the geographical boundaries of Town, as set forth in the map attached hereto and made a part hereof as Exhibit 1.
3. The County shall pay the Town the sum of \$5,500.00 per mile for the 2012-2013 snow season, totaling \$98,450.00. The County shall pay one-half of said total amount, or \$49,225.00, on or about February 15, 2013 (1st payment covers the months of November and December at 60% of 1st half payment and month of January at 40% of 1st half payment). The County shall pay the balance on the final disappearance of snow and ice, no later than May 1, 2013 (2nd payment covers the months of February, March and April)

4. The County shall pay the Town the sum of \$5,500.00 per mile for the 2013-2014 snow season, totaling \$98,450.00. The County shall pay one-half of said total amount, or \$49,225.00, on or about February 15, 2014 (1st payment covers the months of November and December at 60% of 1st half payment and month of January at 40% of 1st half payment). The County shall pay the balance on the final disappearance of snow and ice, no later than May 1, 2014 (2nd payment covers the months of February, March and April)
5. To receive payment for any road from the County, the Town must keep the same open for traffic for its entire length and will not receive any payment if only portions are kept open, except by previous agreement with the County.
6. The Town Superintendent shall make available, on request of the County Deputy Commissioner of Public Works, a daily report of the Town's snow and ice operations on forms to be provided to the Town Superintendent by the County.
7. The County reserves the right to withhold payment under this Agreement and to correct any conditions in any way which do not meet requirements and deduct the cost of this work from the amounts due under this Agreement.
8. The County shall meet with the Town on or about November 1st of each year during the term of this Agreement to discuss possible changes to the Town's obligation regarding any increase in the costs associated with the acquisition of fuel, salt, sand and other necessary materials.
9. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.
10. The Town shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of State and Federal Law.
11. The Town shall secure all permits required to perform its duties under this Agreement and will comply with all applicable Federal, State, County and Municipal Laws, Rules, Ordinances and Regulations.
12. The Town agrees that it shall defend, indemnify and hold harmless the County 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 the Town 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 the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads.
13. The Town 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. The Town agrees to have the County named as additional insured on a primary basis to said policies, and to provide the County with certificates from said insurance company or companies

showing the County 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 the County at least fifteen (15) days prior to said termination. Specific insurance minimum requirements shall be in accordance with the schedule attached hereto as Exhibit "2".

14. The Town agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Act.
15. The Town covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the Town as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or retirement membership credit.
16. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
17. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
18. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.
19. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
20. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
21. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.
22. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
23. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

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

COUNTY OF ONEIDA

TOWN OF ANNSVILLE

By: _____
Dennis S. Davis, Commissioner
Oneida County DPW

By: _____
Supervisor

COUNTY OF ONEIDA

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

By: _____
Highway Supt.

APPROVED AS TO FORM

By: _____
Oneida County Attorney

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

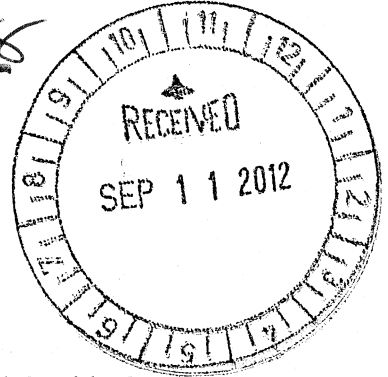
August 24, 2012

FN 20 12-358

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

PUBLIC WORKS

WAYS & MEANS



Dear County Executive Picente,

The New York State Department of Transportation (NYSDOT) has offered Oneida County a grant in the amount of \$72,000.00 for the installation of electronic surveillance equipment in and around Union Station. Oneida County would receive 100% reimbursement for all eligible project expenditures.

Please review the enclosed agreement between NYSDOT and Oneida County and if acceptable forward to the Oneida County Board of Legislators for approval. If approved, please return three (3) signed copies of the agreement and three (3) signed copies of the signature page.

I also respectfully request creation of a capital project in the amount of \$72,000.00 to facilitate expenditure of funds and receipt of reimbursement. A capital project request form is enclosed. If acceptable please forward to the Oneida County Board of Legislators for approval.

Thank you for your support.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Dennis S. Davis".

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 9/11/12

Oneida County DPW Contract Summary

Division: Buildings & Grounds
Contact: Mark Laramie
Telephone Number: (315) 793-6236

Commodity and/or Labor Contract _____
Professional Services Contract _____
NYSOGS Contract _____
Competitive Bid or Proposal _____
Sole Source _____
Other X

Board of Legislators Approval Required Yes

Name of Contracting Organization: **New York State Department of Transportation**
Albany, NY 12232

Title of Activity or Service: **Grant**

Description of Proposed Services: **Provide, install, and implement electronic surveillance equipment in public areas at Union Station.**

Total Funding Requested: \$72,000.00

Account Number Capital

Proposed Funding Source: Federal _____
State 100%
County _____
Other _____

Oneida County Department Staff Comments: _____

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT

COUNTY OF ONEIDA

COMPTROLLER CONTRACT # _____

PROJECT IDENTIFICATION #2935.63.301

This Agreement dated this 1st day of August, 2012, by and between the People of the State of New York (hereinafter referred to as "STATE") acting by and through the Commissioner of the Department of Transportation (hereinafter referred to as "COMMISSIONER"), with offices at 50 Wolf Road, Albany, New York 12232, and the County of Oneida, with offices at 800 Park Avenue, Utica, New York 13501, (hereinafter referred to as the "GRANTEE") provides for the design, construction, reconstruction, improvement or rehabilitation of rail facilities as is more fully described in Appendix I of this Agreement.

WITNESSETH

WHEREAS, the STATE and the GRANTEE wish to provide for the preservation and improvement of the Project Facilities so as to allow for the safe and efficient movement of rail and vehicular traffic; and,

WHEREAS, Section 14 of the Transportation Law authorizes the COMMISSIONER to enter into contracts for the purpose of maintaining and improving rail transportation service; and,

WHEREAS, the total cost for this project is seventy-two thousand dollars (\$72,000); and,

WHEREAS, by Chapter 55, Section 1, of the Laws of 2008, Rail Passenger and Freight Rail Preservation Purpose funds have been appropriated to the Department of Transportation to provide assistance to Railroads for the payment of the STATE's share of a rail project to be undertaken in accordance with the provisions of the aforesaid Section 14 of the Transportation Law; and,

WHEREAS, it has been determined to be in the best interest of the public to make seventy-two thousand dollars (\$72,000) available to the County of Oneida for those capital improvements used in connection herewith.

NOW THEREFORE, the parties hereto in consideration of the mutual promises, conditions, terms and obligations herein set forth, agree and covenant as follows:

ARTICLE ONE: DEFINITIONS

What is intended by the words and expressions defined below, shall be construed to have these meanings except where it is clear from the context that another meaning is intended.

"Agreement" means this document (with appendices).

"STATE" means the People of the State of New York acting by and through the Commissioner of the Department of Transportation.

"COMMISSIONER" means the Commissioner of the New York State Department of Transportation or his designated representative.

"GRANTEE" means the County of Oneida receiving financial assistance under this Agreement.

"Project or Approved Project" means the design, construction, reconstruction, establishment, improvement, rehabilitation or modernization of rail facilities and other capital improvements conducted pursuant to this Agreement.

"Project Costs" means those costs as defined and contemplated in Section 2.4 for accomplishing the work set forth in Appendix I of this Agreement and computed in accordance with 23 CFR, Part 140, Subpart I, and amendments thereto.

"Project Facilities" means those facilities being constructed on underlying property excluding the underlying property, together with all materials, equipment, facilities or supplies acquired, constructed, reconstructed,

established, improved or rehabilitated by or on behalf of the GRANTEE pursuant to the provisions of this Agreement to accomplish the work program set forth in the Work Schedule.

"Work Schedule" means a description of the project as described in Appendix I.

ARTICLE TWO: CAPITAL IMPROVEMENTS

Section 2.1 Description of Work

GRANTEE agrees to complete or cause to be completed the work described in the Work Schedule constituting Appendix I of this Agreement (hereinafter referred to as the "Work Schedule"), which is attached hereto and made a part hereof, in accordance with said Work Schedule as may be modified or amended, and within the time limits specified in said Work Schedule or any extension thereof.

Any time limits for the accomplishing of work which are set forth in said Work Schedule may be extended or modified by mutual agreement between the parties in writing. No work to be financed by the STATE may begin without written approval from the COMMISSIONER.

Section 2.2 Maintenance

GRANTEE agrees to maintain, or arrange to have maintained at no expense to STATE, the Project Facilities, as well as ancillary facilities useful or necessary for providing rail transportation services thereon or therewith, in accordance with usage, for the term of the Agreement as defined in Section 3.16 of this Agreement.

Section 2.3 Reimbursement

STATE agrees to reimburse GRANTEE for the STATE's share of eligible Project Costs up to the amount identified in Appendix I- Work Schedule which GRANTEE incurs for the work performed or facilities provided as described in the attached Work Schedule. Project Costs in excess of STATE funds available for the work shall be the responsibility of GRANTEE. The STATE shall not be obligated to pay nor shall GRANTEE claim reimbursement for the use of facilities or equipment which have been

acquired by GRANTEE in whole or in part with funds provided by STATE under this or any other agreement.

Prior to start of construction, GRANTEE shall certify the source and availability of funds for Project Costs which are in excess of STATE funds being made available under this Agreement.

GRANTEE shall submit to STATE fair and reasonable charges less the salvage value of materials recovered, as evidence by detailed invoices, for the cost of the work performed or facilities provided as described above, in accordance with the procedures acceptable to the COMMISSIONER and the State Comptroller.

STATE shall reimburse GRANTEE in the amount of the approved Project Costs so submitted as to the work performed. In no event shall the cost to STATE of said work exceed the amount specified in the Work Schedule, except as such cost may hereinafter be increased pursuant to a written amendment to this Agreement by the parties hereto. All costs so submitted by GRANTEE shall be subject to approval by COMMISSIONER, and to audit by the COMMISSIONER and the State Comptroller.

Monthly accounting, in accordance with approved certification of such costs incurred by GRANTEE including the last day of the previous month less the salvage value of materials recovered during that month, shall be submitted, provided the amount is \$1,000.00 or more and may be submitted for smaller amounts or lesser time-frames upon special request by the party originating the same and approval of COMMISSIONER. Upon the completion of all said work by GRANTEE pursuant to this Agreement, a final statement of costs shall be submitted to the STATE within one hundred eighty (180) days. Upon receipt of the final statement of costs by the COMMISSIONER, the COMMISSIONER will conduct an audit of the GRANTEE project account records within one hundred eighty (180) days to determine the resources applied or used by GRANTEE in fulfilling the terms of this Agreement. Upon the completion of said audit and concurrence by GRANTEE, the final reimbursement payment will be made to GRANTEE.

In the event that any payments are made by the STATE to the GRANTEE for costs incurred by GRANTEE, which are subsequently determined to be ineligible for reimbursement under this Agreement, STATE may retain an amount equal to any such excess payments from any monies then or which may become due and owing to

GRANTEE under the Agreement, or GRANTEE shall repay such amount to STATE within forty-five (45) days from the date GRANTEE receives notice of such determination of ineligibility or the date on which a final decision is made in any appeal or review of such determination authorized by applicable law and made by GRANTEE, whichever is later.

All costs charged to the project shall be properly supported by executed payrolls or abstracts thereof, time, material and accounts payable distribution records, invoices, contracts, vouchers and/or canceled checks evidencing in proper detail the nature and propriety of the charges. These documents shall be retained and maintained by the GRANTEE, as provided in Section 3.9 herein, so that they will be available for audit by authorized representatives of the COMMISSIONER and State Comptroller.

Section 2.4 Electronic Contract Payments

GRANTEE shall provide complete and accurate supporting documentation of eligible expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices 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 circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The GRANTEE shall comply with the State Comptroller's procedures for all Federal and applicable State Aid 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. The GRANTEE herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the applicable State Comptroller's electronic payment procedures, except where the COMMISSIONER has expressly authorized payment by paper check as set forth above.

Section 2.5 Title to Materials

The materials installed at STATE expense pursuant to this Agreement, excluding the underlying land, shall be the property of the STATE and title thereto shall vest in GRANTEE at the time such materials are incorporated into the Project Facilities.

Section 2.6 Use and Disposition of Project Facilities

Upon completion and acceptance of the Project Facilities by GRANTEE, GRANTEE shall certify in writing to the COMMISSIONER that the Project Facilities have been completed and accepted in accordance with the WORK SCHEDULE.

GRANTEE shall use rail service on or in connection with the Project Facilities in compliance with all applicable Federal, State and Local laws, ordinances and regulations in any way relating to the use, rail service or maintenance thereof.

GRANTEE agrees that, during the term of this Agreement or in any event if funding of the STATE's share is from the proceeds of bonds or other obligations issued by the STATE or any of its public benefit corporations, such Project Facilities shall not be sold, rendered unusable, relinquished, or disposed of by GRANTEE without the express written consent of the COMMISSIONER having first been obtained, which shall not be unreasonably withheld or delayed.

Section 2.7 Abandonment

GRANTEE shall have the right to abandon part or all of the Project Facilities, or to discontinue or curtail service thereover, provided that:

- a. Said abandonment, discontinuance or curtailment of service has been authorized by the federal Surface Transportation Board or any body having jurisdiction thereof;
- b. At the time of abandonment, discontinuance or curtailment of service, the Project Facilities shall comply with all provisions of said Agreement, and
- c. The COMMISSIONER has the right to oppose any abandonment action before the Surface Transportation Board.
- d. Should GRANTEE exercise this right to abandon part or all of the Project Facilities or permanently discontinue use thereof within the term of this

Agreement, GRANTEE shall reimburse STATE for Project Costs previously reimbursed by STATE under this Agreement based on straight line depreciation of Project Costs reimbursed by STATE calculated over the term of this agreement.

Section 2.8 Manner of Performing Work

GRANTEE agrees to undertake or cause to be undertaken and to proceed expeditiously with the work to be accomplished as described in the Work Schedule, and to complete or cause to be completed said work within the time limits specified in said Work Schedule. GRANTEE shall update said schedule upon written approval of the COMMISSIONER as necessary to assure that it accurately reflects the GRANTEE's timetable for completion.

Section 2.9 Inspection

During the term of this Agreement, the COMMISSIONER shall have the right to enter upon the Project Facilities for the purposes of inspecting and examining the condition of the Project Facilities and any activities conducted pursuant to this Agreement. Such right shall be exercised only at reasonable times and upon prior notice to GRANTEE.

Such inspection shall be conducted as outlined in the "Manual of Construction Supervision and Inspection Procedures for Work by Railroad Force Account" and/or the "Manual of Construction Supervision and Inspection Procedures for Railroad Let Contracts" as prepared by the Rail Division/Operations Bureau of the New York State Department of Transportation and dated January 1984, as amended. It is intended by the parties hereto that by reference to said manuals, it is agreed that the provisions thereof are deemed to be included herein and are accepted as binding upon the parties for purposes establishing construction inspection standards to the same extent and with the same force and effect as if said manuals had been set forth in and made a part of this Agreement.

Section 2.10 Environmental Protection

GRANTEE agrees that all work accomplished under this Agreement will be

performed in accordance with all applicable local, State and Federal environmental laws and regulations.

ARTICLE THREE: GENERAL PROVISIONS

Section 3.1 Liability and Indemnification

GRANTEE hereby agrees to indemnify and hold harmless the STATE, the Department of Transportation and their respective agents and employees from any and all liability for injury to or death of any person or persons and for loss of, damage to, or destruction of any property or equipment which arises from activities conducted by or on behalf of the GRANTEE pursuant to this Agreement, including all related costs and counsel fees, except when attributable to the fault or negligence of the STATE, the Department of Transportation, its respective agents and employees other than GRANTEE.

GRANTEE agrees to require its contractor(s) to procure and maintain until final acceptance of the Project by the STATE, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do business in the State of New York, covering all activities under this Agreement whether performed by the GRANTEE, its contractor(s) or subcontractor(s). GRANTEE shall furnish to the STATE a certificate(s), in a form satisfactory to the STATE, showing compliance with this Article, which certificate(s), shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the STATE. The kinds and amounts of insurance required are as follows:

In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the GRANTEE's Contractor will be required to carry insurance of the following kinds and amounts:

a. Public Liability Insurance

With respect to the operations performed, regular Contractor's Public Liability Insurance is provided for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

b. Protective Public Liability Insurance

With respect to the operations performed, subcontractors provide regular Contractor's Protective Public Liability Insurance for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

c. Motor Vehicle Liability Insurance

With respect to any motor vehicles which may be used in connection with the work to be performed, the Contractor shall maintain a policy(s) as required by the Motor Vehicle Laws of the State of New York to bear license plates.

d. Railroad Protective Public Liability Insurance

With respect to the operations the Contractor or any of the Contractor's subcontractors perform, Contractor shall provide Railroad Protective Public Liability Insurance (AAR-AASHTO Form) in the name of all railroad companies operating at the location of the Project Facilities providing for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than \$6,000,000 for damages as a result of more than one occurrence.

e. Force Account Insurance

The GRANTEE shall carry Force Account insurance covering bodily injury, legal liability, liability assumed under this Agreement and property damages resulting from any acts, errors or omissions for the work performed by GRANTEE's employees in connection with this Agreement. This policy shall provide limits not less than Two Million (\$2,000,000) nor more than Six Million Dollars (\$6,000,000) as determined by GRANTEE, the appropriate cost of which shall be reimbursed under FHWA, 23 CFR Part 140, Subpart 1 (April 7, 1992) as amended. The GRANTEE retains the right to self-insure any of its obligations under this provision.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force until all work is satisfactorily

completed shall constitute a violation of the Agreement.

Section 3.2 Assignment

GRANTEE shall not assign this Agreement or any interest herein without first obtaining COMMISSIONER'S written consent thereto, which consent shall not be unreasonably withheld or delayed.

Section 3.3 Approval of Contracts

GRANTEE shall not execute any contract, subcontract or amendment thereto, or obligate itself in any other manner with any third party relating to or with respect to the Project to be undertaken pursuant to this Agreement without the prior written approval of the COMMISSIONER, which shall not be unreasonably withheld or delayed. This Section 3.3 shall apply only to contracts, subcontracts, amendments and obligations pursuant to which GRANTEE incurs costs or expenses which are to be paid for in whole or in part by the STATE pursuant to this Agreement.

Section 3.4 Non-Waiver

No covenant or condition of this Agreement can be waived except by the written consent of the parties hereto. Forbearance or indulgence by STATE in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by GRANTEE as applicable, and until complete performance by the appropriate party of such covenant or condition, STATE shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite such forbearance or indulgence.

Section 3.5 Entire Agreement

This instrument and the appendices identified herein constitute the entire agreement between STATE and GRANTEE and it shall not be amended, altered or changed except by a written agreement signed by all of the parties hereto.

Section 3.6 Force Majeure

The obligations of the parties hereunder shall be subject to force majeure (which

shall include strikes, riots, floods, acts of God, and other causes or circumstances beyond the control of the party claiming such force majeure as an excuse for non-performance), but only as long as, and to the extent that, such force majeure shall prevent performance of such obligations.

Section 3.7 Successors and Assigns

All the covenants and obligations of the parties hereunder shall bind their successors and assigns, and any document assigning same will incorporate language whereby assignee will specifically accept and assume all such covenants and obligations.

Section 3.8 Interpretation

The Article and Section headings utilized in this Agreement are for convenience only. This Agreement shall be construed in accordance with and governed by the Laws of the State of New York. All appendices attached hereto are integral parts of this Agreement and the provisions set forth in the Appendices shall bind the parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this Agreement. Nothing expressed or implied herein shall give or be construed to give to any person, firm or corporation other than STATE or GRANTEE any legal or equitable right, remedy or claim under or in respect to this Agreement. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by COMMISSIONER and GRANTEE unless a provision hereof expressly permits any of the parties to effect termination, amendment, supplementation, waiver or modification hereunder, in which such action shall be taken in accordance with the terms of such provision.

Section 3.9 Records and Documents

GRANTEE shall maintain books, records and supporting documents in connection with the work to be accomplished pursuant to this Agreement. For a period of six (6) years from the date of submission of the final bill by GRANTEE, books, records, bills, vouchers, payrolls, invoices and other documents of every type and description pertaining to the work to be accomplished under this Agreement shall be

available to COMMISSIONER or the State Comptroller, or their authorized representatives, for inspection and audit. All costs charged under this Agreement shall be supported by payrolls and time records, material consumption reports, business expense statements, paid invoices and contracts evidencing in detail the nature of the charges for which reimbursement is sought.

Section 3.10 Termination or Suspension

The STATE shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

(a) If a termination is brought about for the convenience of the STATE and not as a result of unsatisfactory performance on the part of GRANTEE, final payment shall be made based on the actual cost incurred by GRANTEE in accordance with the terms of this Agreement and as verified by audit. In determining the value of the work performed by GRANTEE prior to the termination, no consideration will be given to profit which GRANTEE might have made on the uncompleted portion of the work.

(b) If the termination is brought about as a result of unsatisfactory performance on the part of GRANTEE, the value of the work performed by GRANTEE, prior to termination shall be established by the percent of the amount of such work completed by GRANTEE and acceptable to the STATE, of the total amount of work contemplated by this Agreement.

(c) If, for any reason, the commencement, prosecution or timely completion of the Project is rendered improbable, infeasible, impossible or illegal, or if GRANTEE is determined by the STATE to be in default under its agreement, then the STATE may terminate the Project upon fifteen (15) days prior written notice to GRANTEE. GRANTEE shall have the opportunity to cure such default during this fifteen (15) day notice period.

Section 3.11 Permits

GRANTEE agrees to obtain or cause to be obtained all approvals, permits and licenses necessary to progress the work described in Appendix I- Work Schedule, and also agrees to comply or cause to be complied with all applicable Federal, State and

Local Laws, including New York Railroad Law, which in any way impacts work to be accomplished by the project.

Section 3.12 Severability

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

Section 3.13 Notices

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- a. via certified or registered United States mail, return receipt requested, at the address here before identified;
- b. by facsimile transmission;
- c. by personal delivery;
- d. by expedited delivery service; or
- e. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

COMMISSIONER Contact: Ronald Lammerts
 Telephone: 518-457-4737
 Fax: 518-457-3183
 E-Mail Address: Ronald.Lammerts@dot.ny.gov

GRANTEE Contact: Mark Laramie
 Telephone: 315-793-6236
 Fax: 315-768-6299
 E-Mail Address: mlaramie@ocgov.net

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, upon receipt. 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.

Section 3.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be original.

Section 3.15 Relationship to Parties

The relationship of the GRANTEE to the STATE is that of any independent contractor, and the GRANTEE, in accordance with its status as such contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the STATE by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE, including, but not limited to worker's compensation coverage, retirement membership or credit.

Section 3.16 Term of Agreement

The term of this Agreement shall commence as set forth herein and shall extend until ten (10) years from the date of completion of the work as accepted by STATE.

Section 3.17 Documents Forming Agreement

This Agreement shall consist of this document and the following attachments: Appendix I, Work Schedule; Appendix II, Title VI Assurance; Appendix 2, Iran Divestment Act; and Appendix A, Standard Clauses for all New York State Contracts.

PIN: 2935.63.301

CONTRACT _____

**County of Oneida
SIGNATURE**

By: _____

Title: _____

Dated: _____

County of _____

On this _____ day of _____, 2012, before me personally came _____ to me known to be the _____ of the County of Oneida, the entity described in and which executed the foregoing instrument: acknowledged to me that he executed the same, pursuant to authorization by the County of Oneida.

Department Certification

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

Commissioner's Signature

Dated: _____

Notary Public

Dated: _____

ATTORNEY GENERAL'S SIGNATURE

Dated: _____

COMPTROLLER'S SIGNATURE

Dated: _____

APPENDIX I – WORK SCHEDULE

The Project will consist of the items of work set forth in this Work Schedule, and as more fully described in plans and estimates prepared by or on behalf of the GRANTEE as may be required. Should contract plans, specifications, and estimates be required, they shall be prepared by or on behalf of the GRANTEE and subject to STATE approval and shall be deemed to be included herein as part of the Work Schedule.

This project will provide, install and implement electronic surveillance equipment to public areas in and around Union Station in Utica.

Description	Estimated Cost
Installation and implementation of security system, including labor & equipment	\$ 72,000
TOTAL PROJECT COST	\$ 72,000

Individual work elements may be adjusted within the total Agreement amount with prior written approval of NYSDOT.

NYSDOT's financial participation is limited to seventy-two thousand dollars (\$72,000) of the project costs. Any overage will be the responsibility of the GRANTEE.

All work identified in this Work Schedule shall be completed no later than December 31, 2014.

APPENDIX II
TITLE VI ASSURANCE

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 of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 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, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, 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, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations 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 NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, 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, NYSDOT shall impose such contract sanctions as it or the FHWA 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 (6) 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 NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: 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 NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 2 IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract.

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

December, 2011

TABLE OF CONTENTS

	Page
	3
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4-5
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5-6
18. Prohibition on Purchase of Tropical Hardwoods	6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7

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

December, 2011

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.

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

August 31, 2012

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

FN 20 12 359

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,

On February 16, 2011, an award was made to Bonacci Architects for \$132,370.00 to provide architectural design services required to rehabilitate the Oneida County Office Building Parking Garage.

Part of the scope of work is to relocate the receiving area for the building. We cannot undertake the parking garage rehabilitation until additional parking lots are built. For this reason, Bonacci Architects has been instructed to complete design and construction in two (2) phases. Reconfiguration of the receiving area would occur in 2013 and reconstruction of the parking garage would occur in 2015. Multiple bid and construction phases will create a significant amount of additional work for Bonacci Architects. Therefore, Bonacci Architects has submitted a proposal for \$34,750.00 to provide additional bid phase and construction phase services.

In addition, an updated land survey will be required prior to and after construction. Bonacci Architects has submitted a proposal for \$3,500.00 to provide the required services.

On July 11, 2012 the Oneida County Board of Acquisition accepted both proposals from Bonacci Architects for a total fee increase of \$38,250.00. A proposed fee schedule is as follows.

Original Contract Fee:	\$132,370.00
Proposed Amendment 001:	\$38,250.00
Proposed Contract Fee:	\$170,620.00

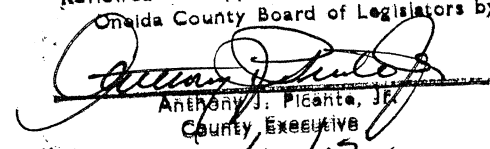
Please consider the enclosed contract amendment for these services.

Thank you for your support.

Sincerely,


Dennis S. Davis
Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date

9/6/12

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 _____
Sole Source _____
Other _____

Board of Legislators Approval Required No

Name of Contracting Organization: **Bonacci Architects**
110 Fulton Street
Utica, NY 13501

Title of Activity or Service: **Oneida County Office Building – Parking Garage Rehabilitation**
Professional Consulting Services

Description of Proposed Services: **Complete design and construction in two (2) phases vs. one (1) phase.**

Total Funding Requested: \$38250.00

Account Number H-454

Proposed Funding Source: Federal _____
State _____
County 100%
Other _____

Oneida County Department Staff Comments: _____



AIA[®] Document G802[™] – 2007

Amendment to the Professional Services Agreement

Amendment Number: 001

TO: Mark E. Laramie, P.E.
(Owner or Owner's Representative)

In accordance with the Agreement dated: May 25, 2011

BETWEEN the Owner:
(Name and address)

Oneida County
800 Park Ave.
Utica, NY 13501

and the Architect:
(Name and address)

Bonacci Architects
110 Fulton Street
Utica, NY 13501

for the Project:
(Name and address)

Oneida County Office Building Parking Garage Reconstruction
800 Park Ave.
Utica, NY 13501

Authorization is requested

- to proceed with Additional Services.
 to incur additional Reimbursable Expenses.

As follows:

Project shall be bid in two (2) phases. Phase 1 shall construct a new freight entrance/dock at the County Office Building and Phase 2 shall reconstruct the County Office Building parking garage. Phase 1 and Phase 2 shall have separate bidding and construction schedules. Scope of additional services shall be as described in the attached proposal from Bonacci Architects dated May 14, 2012.

An as built survey shall be provided upon completion of Phase 1 and Phase 2. Scope of additional services shall be as described in the attached proposal from Delta Engineers dated June 27, 2012.

Additional compensation shall be made in accordance with Section 11.3 and Exhibit C of the original agreement.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Lump Sum Fee of \$38,250.00

Time:

Construction of Phase 1 shall commence in 2013 and Construction of Phase 2 shall commence in 2014.

SUBMITTED BY:

David J. Bonacci
(Signature)

David J. Bonacci, AIA, Principal
(Printed name and title)

08.22.12
(Date)

AGREED TO:

(Signature)

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

(Date)

Approved As To Form
ONEIDA COUNTY ATTORNEY
By *Dee J. Ann*

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

August 21, 2012

FN 20 12-360

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

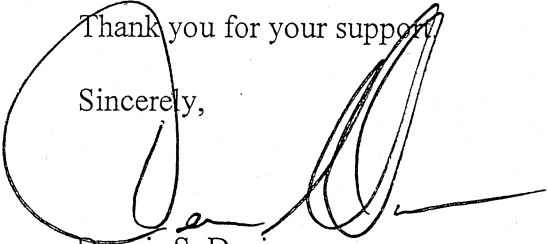
Oneida County is aggressively developing lease agreements for tower space and real estate at the County owned Skyline Drive tower site.

The Contract Administrator and County Attorney's Office have successfully negotiated the enclosed agreement with Roser Communications Network, Inc., for space on a County owned communications tower with an initial rental rate of \$5,580.00 per year. The initial term would end on January 31, 2017. Upon expiration of the initial term, the Tenant would have an option to renew, with the same conditions, for up to four (4) consecutive five (5) year terms. If renewed, the annual rent shall be determined by adding three percent (3%) to the Rent charged for the previous year, and shall increase by three percent (3%) every year thereafter.

If you concur, please forward the enclosed Tower Lease Agreement to the Oneida County Board of Legislators for consideration.

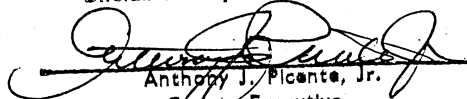
Thank you for your support

Sincerely,


Dennis S. Davis
Commissioner

cc: Kimberly Flint, Contract Administrator
Mark E. Laramie, P.E., Deputy Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date 9/3/12

Oneida County DPW Contract Summary

Division: Buildings & Grounds
Contact: Mark Laramie
Telephone Number: (315) 793-6236

Commodity and/or Labor Contract _____
Professional Services Contract _____
NYSOGS Contract _____
Competitive Bid or Proposal _____
Sole Source _____
Other X

Board of Legislators Approval Required Yes

Name of Contracting Organization: **Roser Communications Network, Inc.**
185 Genesee St.
Utica, NY 13501

Title of Activity or Service: **Tower Lease Agreement**

Description of Proposed Services: **Lease agreement for space on a County owned communications tower located at the Skyline Drive tower site.**

Total Revenue: \$5,580 Revenue Account Number A2411

Oneida County Department Staff Comments: _____

TOWER LEASE AGREEMENT

THIS TOWER LEASE AGREEMENT (the "Lease") is made and entered into as of, August 1, 2012, (the "Effective Date"), by and between **Roser Communications Network, Inc.**, a corporation organized and existing under the laws of the State of New York, with its principal offices at 185 Genesee Street, Utica, New York 13501, ("Tenant"), and **ONEIDA COUNTY**, a municipal corporation established under the laws of the State of New York, with its principal offices at 800 Park Avenue, Utica, New York 13501 ("Landlord");

WITNESSETH:

WHEREAS, Landlord is the owner of a parcel of real property located on Skyline Drive, Kirkland, New York, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, on which communications towers and several related transmitter buildings") are located. The tower, real property and all Landlord's other facilities, buildings, equipment and apparatuses thereon are collectively referred to herein as "Kirkland Hill"; and

WHEREAS, Tenant operates Radio Station WSKS (FM), operating at 97.9 MHz, licensed to Utica, New York (the "Station");

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, certain space on one of the towers located on Kirkland Hill (the "Tower") and certain space in one of the transmitter buildings (the "Transmitter Building", all as more particularly described herein, and as delineated on Exhibit B attached hereto and incorporated herein, by reference, for the antennas, cables, wires, transmitting equipment and other equipment ("Tenant's Equipment") used or useful in connection with Tenant's operation of the Station.

NOW, THEREFORE, in consideration of the rents, terms, promises, covenants and agreements herein contained, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound, do hereby mutually agree:

1. Leased Premises; Access.

(a) Landlord hereby grants an exclusive lease as to that space on the Tower and in the Transmitter Building on or in which the Station's transmission line, antenna(e), transmitter and other equipment are attached, installed, placed or positioned which meets the following description:

(i) Space on the East side of the Kirkland Hill Tower for Tenant's broadcast transmission line and antenna, up to a height of 58 meters, as well as space for Tenant's satellite transmission line and receiving antenna up to the height of 40 meters.

(ii) Space in the Transmitter Building in the locations depicted in **Exhibit B**.

(b) The space on and in the Tower and the Transmitter Building described in Section 1(a) above are collectively referred to as the "Leased Premises."

(c) Landlord grants a non-exclusive easement for pedestrian and vehicular ingress and egress over and across Kirkland Hill, as such easement is described in **Exhibit A**, so that Tenant shall have unobstructed access to the Tower and Transmitter Building.

(d) Subject to Section 1(a) and Section 5, Landlord retains the right to lease to other tenants all space on the Tower and in the Transmitter Building that does not comprise the Leased Premises.

2. Use. The Leased Premises will be used by Tenant for the sole purposes of permitting Tenant to operate its transmitting and receiving facilities necessary for radio broadcast communications used in connection with Tenant's operation of the Station. Such use may include, without limitation, installing, removing, replacing and maintaining Tenant's Equipment and related antenna equipment and fixtures.

3. Term: Rent.

(a) The term of this Lease shall be for Five (5) years commencing on the Effective Date and ending on July 31, 2017 (the "Initial Term"). Upon expiration of the Initial Term, the Lease shall automatically renew, upon the same conditions, for up to four (4) consecutive five (5) year terms, unless either Tenant gives the Landlord notice that this Lease shall not renew, which notice shall be given at least six (6) months prior to the expiration of each renewal term. As used herein, the term "Term" shall include the Initial Term and subsequent renewals thereof.

(b) Rent for the Leased Premises shall be set at the rate of five thousand five hundred eighty and No/100 Dollars (\$5,580.00) per year during the Initial Term, payable in monthly installments of four hundred and sixty-five and No/100 Dollars (\$465.00). If the Lease is renewed for subsequent terms, the annual rent shall be determined by adding three percent (3%) to the Rent charged for previous year, and shall increase by three percent (3%) every year thereafter.

(c) Rent shall be paid monthly in advance by the first day of each month. Rent shall be paid by check and mailed to *Commissioner of Public Works, 6000 Airport Road, Oriskany, New York 13424*. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent stipulated in this Lease shall be treated as anything other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to its rights to recover the balance of the rent or to any other remedy provided by this Lease.

4. Operations.

(a) Maintenance. During the Term of this Lease, Landlord shall keep the Kirkland Hill Tower in good condition and repair. Landlord shall keep the Transmitter Building in good condition and repair. Tenant shall be responsible for all of Tenant's Equipment and replacements thereof by Tenant shall remain the property of the Tenant.

(b) Lighting. Landlord shall monitor, in a manner consistent with FCC Rule 17.47(a) and (b) (47 C.F.R. § 17.47(a)-(b)), all lighting on the Tower required by the Federal Communications Commission ("FCC") or Federal Aviation Administration ("FAA"). Should extinguishment or improper functioning of structure lighting occur on the Tower, Landlord shall, at its own expense, take all action necessary to repair or correct such extinguishment or improper functioning and to report such extinguishment or improper functioning in a timely manner to the nearest Flight Service Station or office of the FAA in compliance with FCC Rule 17.48 (47 C.F.R. § 17.48). Nothing in this Section 4 shall be construed to relieve or exempt any party from its responsibilities under Part 17 of Title 47 of the Code of Federal Regulations.

(c) Utilities. Except as otherwise set forth herein, Landlord will provide all electric, power, water, telephone service and other utility service necessary to operate Tenant's Equipment, and Tenant shall be responsible for its pro rata share of all charges associated with the use of any such services by Tenant. In addition, Tenant may, at Tenant's election and with the written consent of Landlord, cause such other utilities to be provided to the Leased Premises as Tenant deems necessary or desirable for the operation of Tenant's Equipment on the Leased Premises. Notwithstanding anything contained herein to the contrary, Tenant's consumption of electricity for Tenant's Equipment may, at Tenant's option, be metered by a separate electricity meter provided by the electric service utility company and any cost incurred related thereto shall be the exclusive responsibility of the Tenant including, but not limited to, electric service installation, electric service maintenance, meter installation, meter maintenance, and regularly occurring utility charges.

(d) Taxes. All broadcasting equipment or other property attached to or otherwise brought onto the Leased Premises by Tenant shall at all times be deemed to be personal property of Tenant and Tenant shall timely pay all personal property taxes and any other taxes which may be assessed with respect to such broadcasting equipment or property. Tenant shall not be responsible for the real property taxes of Landlord.

(e) Governmental Permits. Tenant shall at all times, at its own expense, secure and maintain any and all licenses, consents and permits which may now or hereafter be required by all persons or governmental agencies, federal, state, or municipal, for or in connection with the operation of Tenant's Equipment on the Leased Premises.

5. No Interference.

(a) Landlord agrees that it will not enter into any lease of Kirkland Hill in a manner that will cause harm or interference to or will be disruptive in any manner to the operations of Tenant or the Station. Should other tenants' or Landlord's use of its property result

in interference (radio frequency interference or otherwise) to Tenant's operations, Landlord shall terminate such use within a reasonable timeframe (not to exceed ten (10) days) and make every effort to prevent such interference from recurring.

(b) Before permitting any subsequent user to install any equipment on the Leased Premises, Landlord agrees that it shall require any such potential user to submit, at its expense, an electro-magnetic frequency study in conformance with the rules and regulations of the FCC which shows that such user's planned use of a frequency or equipment will not create predictable objectionable interference with the broadcasting activities of Tenant. If the operations of a subsequent user result in interference to Tenant, then Landlord shall not permit the subsequent user to operate from the Leased Premises until such interference has been eliminated. The term "interference," as used in this paragraph, shall mean a condition which constitutes interference within the meaning of the provisions of the Standards of Good Engineering Practice and rules and regulations of the FCC then in effect.

6. Indemnification: Limitation of Liability: Insurance.

(a) Tenant shall indemnify and hold harmless Landlord from and against any and all liabilities, losses, claims and damages for injuries to persons or damage to property arising out of, resulting from or in any manner caused by the presence, use or maintenance of Tenant's Equipment on the Leased Premises, or by the acts or omissions of Tenant and its employees and agents on and about Kirkland Hill, except to the extent attributable to the negligence or willful misconduct of Landlord or its employees or agents.

(b) Landlord shall indemnify and hold harmless Tenant from and against any and all liabilities, losses, claims and damages, for injuries to persons or damage to property arising out of, resulting from or in any manner caused by the acts or omissions of Landlord and its employees and agents on and about Kirkland Hill, except to the extent attributable to the gross negligence or willful misconduct of Tenant and its employees and agents.

(c) Tenant shall at all times during the term of this Lease maintain personal injury and property damage liability insurance with a combined single limit of not less than \$1,000,000.00 per loss or occurrence.

(d) Landlord shall at all times during the term of this Lease maintain personal injury and property damage liability insurance with a combined single limit of not less than \$1,000,000.00 per loss or occurrence.

(e) The parties shall furnish to each other certificates of insurance evidencing such insurance coverage.

(f) Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive any and all rights of recovery, claims, actions or causes of action against the other and shall cause their respective insurance carriers to waive any and all rights or recovery, claim, action or causes of action against the other and their respective agents and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming

by, through or under Landlord or Tenant, as the case may be, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

7. Default: Termination.

(a) If a party fails to perform any of the covenants, terms or conditions of this Lease ("Breaching Party"), the Breaching Party shall have twenty (20) calendar business days to cure any such failure following notice from the non-breaching party. If the failure is not capable of being cured within twenty (20) calendar business days, the Breaching Party shall be afforded a reasonable period of time to cure the failure provided that the Breaching Party promptly commences curing the failure after its occurrence and prosecutes the cure to completion with due diligence.

(b) The parties agree that if Landlord wrongfully refuses to perform any one or more of its obligations under this Lease, monetary damages alone will not adequately compensate Tenant for its resulting injuries. Therefore, Tenant shall be entitled, in addition to any other remedies that may be available to it, seek specific performance of this Lease. The provisions of this Section shall be enforceable in any court of competent jurisdiction.

(c) In addition to all other rights and remedies available under this Lease, Tenant and Landlord shall have all other rights and remedies available at law or in equity.

8. Equipment Removal.

(a) In a period no longer than ninety (90) days after the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, vacate the Leased Premises hereunder, and remove all of Tenant's Equipment.

(b) If such removal takes longer than ninety (90) days after expiration or termination of this Lease, Tenant shall pay rent at the then existing monthly pro rata basis, until such time as the removal is completed.

(c) If removal takes longer than one hundred eighty (180) days, Landlord shall have the right to remove Tenant's Equipment and store the same at Tenant's cost and expense. If Tenant has not taken possession of Tenant's Equipment from storage (and paid all costs and expense incurred by Landlord in removing and storing the same) within thirty (30) days of such removal, then, at Landlord's option, Tenant's Equipment shall be deemed abandoned and all title to Tenant's Equipment shall vest in Landlord.

9. Force Majeure: Condemnation.

(a) Notwithstanding any other provision in this Lease, it is agreed that the parties shall not be liable for damages nor deemed to be in default for any delay or failure of performance under this Lease caused by Acts of God or Nature, including hurricanes, or other acts beyond the reasonable control of the Parties or their agents or employees.

(b) If any of the Leased Premises are destroyed or damaged by acts beyond the control of Tenant, and reconstruction of the Leased Premises is estimated to take longer than ninety (90) days, Tenant may elect to terminate this Lease by so notifying Landlord within ninety (90) days following the date of damage or destruction. In the event that Tenant does not elect to so terminate, Landlord, at its own expense, and as speedily as circumstances permit, shall repair said damage and restore the Leased Premises to its condition prior to the said damage, and during the restoration and repair period Tenant's liability for rent shall be abated in full or partially reduced in proportion to the extent to which the damage and/or repair work interferes either totally or partially with Tenant's normal operation of its business on the Leased Premises. In the event that Landlord undertakes to restore the Leased Premises but such restoration is not completed within one hundred eighty (180) days following the date of damage or destruction, Tenant may terminate the Lease immediately upon written notice to Landlord.

(c) If all or any portion of the Leased Premises are condemned by any competent authority and such condemnation will make the property unusable for the purposes herein leased, then the term of this Lease shall end upon the date when possession of the property is taken by said authority.

10. Landlord's Covenants and Warranties. In addition to any and all other representations, warranties, and covenants made by Landlord in this Lease or in any agreement, document, or instrument delivered or to be delivered by Landlord pursuant to this Lease, Landlord hereby represents, warrants, and covenants to Tenant that the following are true and complete statements as of the date of this Lease.

(a) Landlord has no knowledge of a basis for imposition of any liability against it or the Leased Premises, arising out of Landlord's failure to comply with any applicable Environmental Laws. As used herein, the term "Environmental Laws" means any local, state, or federal statute, regulation, rule, order, approval, license, permit, authorization, certification or ordinance which regulates, controls or manages: (A) the generation, use, storage, treatment or disposal of hazardous materials, hazardous substances, hazardous wastes, toxic substances, oils and solid wastes (however such terms may be defined under any Environmental Laws); (B) the discharge of pollutants into the waters of the State of New York or of the United States; (C) the discharge of any air emissions; (D) the release or discharge of any substance into land; or (E) the use of any water, air, or land resources.

(b) Landlord has good and marketable title to the Leased Premises free and clear of all liens, charges, mortgages, security interests, easements, restrictions or other encumbrances of any nature whatsoever except as disclosed in **Exhibit C**, and the Leased Premises has legal access to a public street that permits unobstructed access by vehicles and pedestrians.

(c) Landlord hereby warrants that the Leased Premises do not encroach upon the real property or improvements of any other party and none of the real property or improvements of any other party encroach upon the Leased Premises, and that it will defend title to the Leased Premises and will indemnify Tenant against any damage and expense which Tenant may suffer by reason of any claim against or defect in title to the land.

(d) Landlord hereby covenants to Tenant that subject to the provisions, restrictions, and conditions set forth in this Lease, Tenant shall at all times during the lease Term peaceably and quietly enjoy the Leased Premises, respectively, without disturbance from Landlord.

(e) Except as disclosed in **Exhibit C**, there are no (a) actual or proposed special assessments with respect to the Leased premises; (b) pending or threatened condemnation or eminent domain proceedings or negotiations in lieu of condemnation with respect to the Leased Premises; (c) structural or mechanical defects in any of the buildings or improvements located on the Leased Premises; (d) any pending or threatened change in any zoning laws or ordinances which may materially adversely affect the Leased Premises; or (e) any other administrative or other proceedings or investigations, pending or threatened, which may give rise to any material claim relating to the Tower or the Leased Premises or that may adversely affect the ability of the Landlord to perform its obligations under the Lease.

(f) Landlord has paid and discharged all taxes, assessments, excises, and other levies relative to the Leased Premises which, if due and not paid, would interfere with Tenant's full enjoyment of the Leased Premises, except such taxes, assessments, and other levies which are not yet due.

(g) The Leased Premises and their constituent facilities have received all approvals of governmental authorities (including licenses, permits, and zoning approvals, and FCC tower registrations) required in connection with the operation thereof and have been operated and maintained in accordance with applicable laws, rules, and regulations, and all necessary utilities required for the operation of Tenant's Equipment on the Leased Premises are connected to or serving the Leased Premises.

(h) All of Tenant's Equipment installed and attached as of the Effective Date of this Lease are in compliance with this Lease and such installations and attachments are acceptable to Landlord, and all of the Leased Premises are in good condition and repair.

11. Assignment/Subletting.

(a) Tenant shall not assign or transfer this Lease or any right granted hereunder without the prior written consent of Landlord, which shall not be unreasonably withheld; provided that notwithstanding the foregoing, no consent shall be required in the event that the Lease is assigned to an affiliate of Tenant or to a party that purchases the Station from Tenant (a "Permitted Transfer"). If any Permitted Transfer should occur, the terms and conditions of such Permitted Transfer must be disclosed to Landlord within 60 days after such Permitted Transfer or assignment becomes final. In the event of a transfer or assignment of this Lease without the consent of the Landlord when such consent is required, Tenant shall remain primarily liable for the performance of all obligations and payment of all sums required hereunder.

(b) Landlord may freely transfer or assign this Lease in the event of a sale of the Leased Premises, provided, however, that any purchaser of the Leased Premises must expressly assume Landlord's obligations hereunder.

(c) This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

12. Miscellaneous.

(a) No Waiver. Failure of any party to enforce or insist upon compliance with any of the terms or conditions of this Lease shall not constitute a waiver or relinquishment by that party of any of its rights, nor a waiver or release of any of the other party's obligations.

(b) Warranties. The Parties represent and warrant that each has the authority to enter into this Lease and to be bound by its terms and all necessary action on the part of each such Party has been duly taken approving the execution, delivery, and performance of this Lease.

(c) Survival. Unless otherwise provided herein, all of the parties' obligations and duties under this Lease shall survive expiration or termination of this Lease.

(d) No Joint Venture. Notwithstanding any obligation from one party to the other herein contained, the parties herein state that they have not created and do not intend to create by this Lease a joint venture or partnership relation between them.

(e) Entire Agreement. The parties hereto agree that this Lease contains the entire agreement between them as of this date, and that it has not been induced by any representations, promises or undertaking of either party which have not been expressed herein, and that there are no collateral agreements, stipulations, promises or understandings whatsoever by the respective parties in any way affecting the subject matter of this Lease which are not expressly contained in this Lease. This Lease supersedes all previous agreements, whether written or oral, between the parties, for the lease of Kirkland Hill.

(f) Amendments. This Lease may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing, fully executed by each of the parties hereto.

(g) Notice. Any notice or other communication given or required pursuant to this Lease shall be effective if, and only if, delivered personally, sent by facsimile transmission, sent by certified mail in the United States mails, return receipt requested, or sent by reputable overnight courier, such as "FedEx." Notice shall be deemed given when received by the party to be notified, or if refused or rejected, on the date when delivery was first attempted. Addresses of the parties are as follows:

To Landlord:

Oneida County Department of Public Works
6000 Airport Road
Oriskany, New York 13424
Attention: Commissioner

To Tenant:

Roser Communications Network, Inc.
185 Genesee St., Suite 1601
Utica, New York 13501
Attention: Ken Roser
Fax: 315-724-8094

(h) Headings. The headings or paragraphs in this Lease are for convenience only and form no part of the Lease and are in no way to affect the interpretation of this Lease.

(i) Severability. In the event that any provision of this Lease is found to be invalid or unenforceable, then the remainder of the Lease shall not be affected, and a suitable and equitable provision shall be substituted for the invalid or unenforceable provision in order to carry out, as far as may be valid and enforceable, the intent and purposes of such invalid or unenforceable provision.

(j) Choice of Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of New York, without regard to its choice of law rules. The prevailing party in any litigation, including appeals, if any, arising hereunder shall be entitled to its reasonable attorneys' fees and court costs.

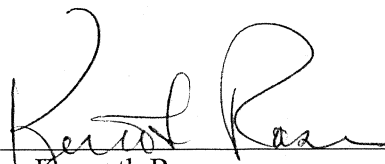
(k) Estoppel Certificate. Landlord and Tenant shall each, within ten (10) business days after receipt of a written request from the other, execute and deliver an Estoppel Certificate to those parties as are reasonably requested by the other (including a mortgagee or prospective purchaser). The Estoppel Certificate shall include a statement certifying that this Lease is unmodified (except as identified in the Estoppel Certificate) and in full force and effect, describing the dates to which Rent and other charges have been paid, representing that, to such party's actual knowledge, there is no default (or stating the nature of the alleged default) and indicating other matters with respect to the Lease that may reasonably be requested.

(l) Non-Disturbance. Landlord shall obtain a Non-Disturbance Agreement from its mortgagees for the benefit of Tenant, which agreement may also contain such other provisions as agreed to between Tenant, Landlord and Landlord's mortgagee(s).

Signatures appear on following page.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the date set forth above.

Roser Communications Network, Inc.

By: 
Name: Kenneth Roser
Title: President

County of Oneida

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

Approved as to Form

County Attorney

EXHIBIT A

Description of Landlord's Property and Access Easement

PROPERTY DESCRIPTION:

The Premises is located at Prospect Point, 600 feet east of Skyline Drive, Town of Kirkland, County of Oneida, State of New York, containing approximately 7.57 acres, being Tax Parcel identified as Tax Map No. 346, Section 000, Block 1, Lot 72.

This location is more particularly described as follows: 240' x 210' x 180' x 130' x 95' irregularly shaped parcel more particularly set forth on a survey map entitled "Skyline Drive T/O Kirkland, Oneida County, N.Y." prepared by Felix V. LaBella, Jr., LLS No. 049220, dated August 16, 1993.

EXHIBIT B

Leased Premises

Total Building Size (I.D.): 28'x24' (672 Sq. Ft.)

WSKS Floor Space: 83 Sq. Ft. including access

Main transmitter: 5 Sq. Ft.

Main transmitter access: 38 Sq. Ft.

Rack: 4 Sq. Ft.

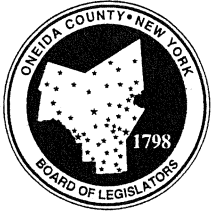
Rack access: 36 Sq. Ft.

Shared / common access floor space: 55 Sq. Ft.

EXHIBIT C

Encumbrances, Liens, Etc.

There are no Liens or Encumbrances on record.



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

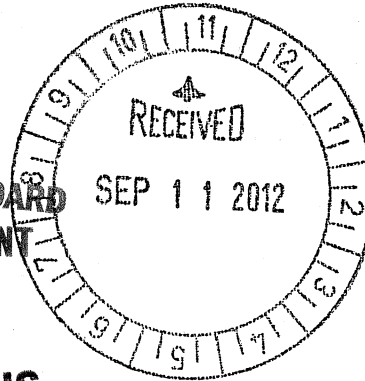
Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

FN 20 12-361

FARMLAND PROTECTION BOARD
ECONOMIC DEVELOPMENT
& TOURISM



WAYS & MEANS

September 11, 2012

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

RE: **Final Approval of Consolidated Agricultural District # 3 -to Include the Towns of Augusta, Vernon and Verona**

Honorable Members:

Attached is a packet of information for the final approval of the 8-year review of Oneida County Consolidated Agricultural District #4, now including the towns of Augusta, Vernon and Verona.

It is recommended by the Oneida County Farmland Protection Board to modify the district to include 29,023.8 acres of farmland. As part of the County's plan to consolidate districts within the County, the boundaries of District #4 were modified to follow municipal boundaries of these towns and the attached documentation will show that this district has been restructured to better reflect geographic boundaries of common agricultural communities.

I respectfully request that this issue be considered by the Board at the meeting of **October 10, 2012.**

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF/pp
attachments

New York State
 Department of Agriculture and Markets

AGRICULTURAL DISTRICT REVIEW PROFILE

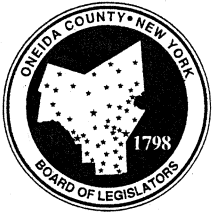
DISTRICT IDENTIFICATION

County: Oneida				District No.: 4	
Town(s) in District: Augusta, Vernon, and Verona					
No. acres in district: 29,023.8	No. acres in farms: ¹ 29,023.8	No. acres cropped: 19,092.9	No. acres owned by farmers: 20,250	No. acres rented by farmers: 8,678.6	

AGRICULTURAL DATA ANALYSIS

A. Since last review, number of acres in District 22,229.5 Added: 6,794.3 Deleted: _____
 B. Since last review, number of acres in farms 22,229.5 Increased: 6,794.3 Decreased: _____

¹ Number of acres in farms represents the sum of acres owned by farmers and rented by farmers.



ONEIDA COUNTY BOARD OF LEGISLATORS

George Joseph, Majority Leader
7315 Merriman Road ♦ Clinton, New York 13323
Phone: (315) 853-3006 ♦ Email: nrthstr40@aol.com

September 11, 2012

FN 20 12-362

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

WAYS & MEANS

Dear Chairman Fiorini:

In accordance with Local Law #1 of 1991, I am required to submit two names to serve on the Oneida County Board of Ethics.

I am therefore submitting the names of Steven Fortnam to serve a two year term and Michael Laucello to serve a three year term and request that said appointments take effect the date of the confirming resolution of the Board of Legislators.

I respectfully request the Board's confirmation of this appointment at its October 10, 2012 regular session.

Thank you.

Sincerely,

George Joseph (R-10th)
Majority Leader

cc: Steven Fortnam
Michael Laucello
Anthony J. Picente, Jr. Oneida County Executive